



## Kangaroo's Website/iOS & Android Application Terms and conditions

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KANGAROO DELIVERY LLC (“Kangaroo”, “koo.am”, “we”, “our”) welcome you (“User(s)”, “you”) to our primary website at <https://www.koo.am> (and its subdomains) (the “Site”). Our Site offers basic information regarding our company and our services. Each of the Site’s Users may use the Site in accordance with the terms and conditions hereunder.

### 1. The general use of service, restrictions, ownership and payment method provided by Kangaroo to its service user through use of site/application.

**Please read these terms carefully before accessing or using the services.**

By entering, connecting to, accessing or using the Site/Apps, you acknowledge that you have read and understood the following terms and conditions, including the terms of our Privacy Policy (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site/iOs & Android Applications (“Apps”) and you acknowledge that these Terms constitute a binding and enforceable legal contract between Kangaroo and you.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Kangaroo. If you do not agree to these Terms and conditions, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Kangaroo may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Kangaroo may amend the Terms and conditions related to the Services from time to time. Amendments will be effective upon Kangaroo’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

#### **The Services**

The Services constitute a technology platform that enables users of Kangaroo’s apps site provided as part of the Services to arrange and schedule delivery of items/products and/or logistics services with independent third party providers of such services, including independent third party courier service providers under agreement with Kangaroo or certain of Kangaroo’s affiliates (“Third Party Providers”). Unless otherwise agreed by Kangaroo in a separate written agreement with you, the Services are made available solely for your personal / commercial use.

You acknowledge that Kangaroo does not provide courier services and that all such courier services are provided by independent third party contractors who are not employed by Kangaroo.

#### **License.**

Subject to your compliance with these Terms, Kangaroo grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to:

- access and use the Applications on your personal device solely in connection with your use of the Services;
- access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use.

Any rights not expressly granted herein are reserved by Kangaroo and Kangaroo’s licensors.

#### **Restrictions.**

You may not:

- remove any copyright, trademark or other proprietary notices from any portion of the Services;
- reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Kangaroo;
- cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### **Ownership.**

The Services and all rights therein are and shall remain Kangaroo's property or the property of Kangaroo's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights:

- in or related to the Services except for the limited license granted above;
- to use or reference in any manner Kangaroo's company names, logos, product and service names, trademarks or services marks or those of Kangaroo's licensors.

### **Your Use of the Services**

#### **User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age to obtain an Account. The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. Account registration requires you to submit to Kangaroo certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (credit or debit card). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Kangaroo's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

#### **Text Messaging.**

By creating an Account, you agree that the Services may send you informational text (SMS) messages and e-mail messages as part of the normal business operation of your use of the Services. You acknowledge that opting out of receiving text (SMS) messages and e-mail messages may impact your use of the Services.

#### **User Provided Content.**

Any textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content") provided by you remains your property.

#### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees.

Kangaroo does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **2. Use of services and liability terms between courier service provider and user of website and application.**

### **Registration Process Formation of contract**

An electronic contract of an undefined duration, relating to the license to use the Site and Applications, is entered into between the Member and the Company upon acceptance of these T&Cs by the Member.

The Company, acting as agent, puts Users in contact with the Courier, acting as Principle, by giving them access to the Company's Site and Applications in order to undertake a Delivery of Goods.

For the avoidance of doubt, the Company is not a Courier and is acting only as an intermediary between you and the Courier. The Delivery of Goods is subject to an electronic contract between the User and the Courier, which is formed via the Site and Applications, under these T&Cs.

The Order Request comprising a Pickup Address, a Sender, a Recipient and a Delivery Address, is issued by the User, via the Site or Applications, and constitutes an offer for services of Delivery of Goods at the Price communicated in the Offered Price.

The Site and Applications allows for the automated placing of orders between a User and a Courier. It is therefore essential that the pickup and delivery address is correctly entered and declared in order for the correct Services and pricing to be displayed. The Offered Price will be based on the information you provide when placing the User's Order Request.

The Company is not obliged to assign any Courier when you make a delivery Request and the Company reserves the right to refuse and cancel any Order Request. A contract for the Services will only be formed upon your delivery request Acceptance and acceptance by a Courier of the delivery Request.

### **Use of the Services**

Only Members who accept these terms are in a position to form legally binding contracts under Armenian law and may use the Services provided by the Company. If a Member is using the Services as a business entity, the Member must represent that it has the authority to bind the entity to these T&Cs.

The Member acknowledges and agrees that the Services are only accessible online via the Site and the Applications.

The Company reserves the right to reject or cancel a User's Order Request at any time and for any reason. The Company reserves the right to notify other Users of any actions that it, in the Company's sole discretion deem serious, and which have led to the cancellation of a User's Order Request.

If a User is so prevented from using the Services, the User may appeal for reinstatement. The appeal must include a written statement as to why the User should be reinstated along with the User's contact information. The Company will contact the User as to its decision to reinstate you. The Company is not obligated to give you any reasoning as to its decision.

### **Liability**

#### **No exclusion**

Nothing in these T&Cs limits or excludes the Company's liability to a Member for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation; or
- Any other liability which cannot be limited or excluded at law.

#### **Limitation of liability**

Subject to this 1 part the Company's total liability to any Member for breach of statutory duty, or otherwise, arising under or in connection with the T&Cs shall be limited to 10000 dram.

The Company shall not be liable to any Member, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these T&Cs for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill;
- loss of use or corruption of software, data or information;
- any indirect or consequential loss;

- losses arising as a result of any information provided by Members, including in relation to the dissemination of such information on the Site and/or Applications;
- losses arising in connection with any use of the Technology and/or the Services by a Member which is in breach of these T&Cs;
- losses arising in connection with: (i) the use or unavailability of the Services, the Site and/or the Applications; and (ii) access to the Services, the Site and/or the Applications by an unauthorised user;
- losses arising in connection with any malfunction of any nature relating to the Member's Device and his connection to the internet upon accessing the Site, Applications and/or the Services;
- losses arising in connection with mechanical, electronic or electrical derangement of the Goods unless caused by external means; or caused by: latent or inherent defect; defective or inadequate packing, insulation or labelling; shortage in weight, evaporation or ordinary leakage; deliberate abandonment of the Goods or other property: vermin, wear, tear or gradual depreciation; or inherent vice.

### **Additional provisions in relation to the Delivery of Goods**

In addition to the provisions of Part 2 of these T&Cs, the following provisions apply in relation to the Delivery of Goods:

The User acknowledges and agrees that the quality of the services of Delivery of Goods requested via the Site falls wholly under the responsibility of the particular Courier who accepted and/or effected the Delivery of Goods in question

The Company shall not be liable for any losses howsoever arising, in relation to any Deliveries of Goods by the Couriers or with regard to the acts, actions, behaviour, attitudes and/or negligence of the Courier.

Additional provisions applicable to the acts of the Members and the contractual relations between the User and the Courier:

In addition to the provisions of Part 2 of these T&Cs, the following provisions apply in relation to acts of the Members and the contractual relations between the User and the Courier:

The Member is solely responsible for breaches and/or violations of the legislation applicable to him and to these T&Cs with regard to both the Company and the other Member with whom he is in contractual relations, and for damages that may arise owing to these violations and/or breaches.

The Member shall be liable for, and shall compensate, the Company and/or any other Member and/or a third party in respect of any claims, complaints, remedies and petitions, of any nature, resulting from such a violation or breach, relating to:

- the use of the Technology by the Member;
- the relationship between the Courier and the User;
- the operation of the Method of Transport with regards to the Courier;
- the Delivery of Goods with regard to the Courier.

The Member shall compensate the Company and/or third parties for any direct and indirect damages resulting from such violations and/or breaches.

### **Indemnity**

The Member shall indemnify, defend and/or settle and hold harmless the Company against any loss or damage (including legal costs) which the Company may sustain or incur, in relation to any third party claim, to the extent such claim is based upon any breach by the Member of the provisions of these T&Cs.

### **Courier's Liability**

The Courier may become liable for material damage and/or consequential loss, such as loss, theft, material damage, or destruction of the Goods during the Delivery of Goods, except where the foregoing are due to factors such as, without limitation, fault of the Sender or the Recipient, a Force Majeure Event, a defect inherent to the Goods or insufficient packaging.

The Courier's total liability for material damage and/or consequential loss, such as loss, theft, material damage, average or destruction of the Goods shall be lesser of:

- the original value of the Goods (up to limit of 50000 dram);
- the amount of their repair or reconstitution (up to limit of 50000 dram).

The User and/or Recipient must provide receipts to support any claim.

The Courier shall not be liable for any indirect loss resulting from the Delivery of Goods or the failure of the Delivery of Goods.

### **3. Couriers terms**

Courier Terms apply only to the User and the Courier in relation to the Delivery of Goods. The Company, acting as agent, puts Users in contact with the Courier, acting as Principle, by giving them access to the Company's Technology in order to undertake a Delivery of Goods. All Delivery of Goods by the Courier shall be subject to these Courier Terms.

#### **Processes relative to the Deliveries of Goods**

##### **Request for Delivery of Goods by the User**

The User shall enter the Pickup Address, the Sender from whom the Courier must collect the Goods, the Delivery Address and the Recipient to which the Courier must deliver the Goods into the Site or Applications, together with a telephone number, which may be that of the User and/or the Sender and/or the Recipient.

The User acknowledges and agrees that this is essential information for the Delivery of Goods on the basis of which the Courier is bound.

The User represents and warrants to the Courier that the User shall:

Request the Delivery of Goods to a named individual, on the understanding that the Delivery of Goods can only be confirmed by Recipient;

Specify the details, obvious or otherwise, of the Goods when they may have repercussions on the progress of the delivery by the Courier, in particular if they may affect the Method of Transport;

Not request Delivery of Goods to a Recipient who is inaccessible or which would require unreasonable efforts by the Courier, such as Recipients who may be incarcerated or whose address is inaccessible by land and/or not close to a marked road;

The details entered into the Order Request are correct and that the Goods correctly labelled (delivery of the Goods will be made based on the details contained in Description).

Only use the Service and the Order Request for legal purposes.

Not use the Service for Excluded Items.

On acceptance by a Courier of an Order Request, the User will be provided with the telephone number of the Courier.

##### **Acceptance by the Courier of the Order Request**

Acceptance by the Courier of an Order Request via the Site irrevocably binds the Courier to undertake the said Delivery of Goods under the conditions of the T&Cs.

Confirmation of the Order Request:

- Irrespective of the Method of Transport used, if the Courier accepts the Order Request, he undertakes to the User to affect the Delivery of Goods.

- Acceptance by a Courier of an Order Request shall be notified to the User by a notification SMS message to the telephone number entered on the Site or Applications in the Order Request or through the Applications, and is deemed to constitute irrevocable conclusion of the contract binding the User to the Courier..

##### **Packaging of the Goods**

The User shall ensure that the Goods are packaged to a reasonable standard to protect the contents. The packaging must also be sufficient to protect the Goods' weight and multiple parcels shall not be strapped or attached together. Any Goods that have not been packaged correctly will be treated as Excluded Items.

All Goods must be able to withstand a short drop, the Services should not be used for very fragile items.

The Courier has the right to refuse a Goods for a reasonable reason such as no packaging, insufficient packaging or the where the Goods do not comply with the information given by the User in the Order Request, or if it contains a Prohibited item or is larger/heavier than stated. In such circumstances the Cancellation Fee shall be payable.

It is the User's responsibility to ensure the person handing over the Goods gives it to the correct Courier. Kangaroo and the Courier accepts no liability for loss, damage or theft of a Goods as a result of the Goods being given to anyone other than the correct Courier.

On collection of the Goods the Courier shall offer the Sender to choose "Collected" button at his personal account at koo.am or Kangaroo application. That will be proof of collection as required for any issues that the User may have with the Goods or processing of the order.

It is the User's responsibility to ensure that all the details are correctly completed and displayed on the correct Goods as delivery will be made to the details listed on the Goods. It is not the Courier's responsibility to check this information, so please ensure this is checked before he leaves.

### **Collection of the Goods**

The Courier may need to contact the User by telephone after acceptance of the Order Request, may also need to contact the Sender and/or the Recipient, if not the User, by telephone at the time of the Delivery of Goods.

In this respect, the User who has entered the telephone numbers of the Recipient and/or the Sender, so they can be contacted by the Courier within the framework of the Delivery of Goods, represents and warrants that he has obtained their agreement to do so.

If the Courier is unable to contact the User and/or the Sender and/or the Recipient, the Courier may automatically terminate the Delivery of Goods and charge the User the full Price. In such cases the Courier will organise a Delivery of Goods to the Pickup Address so that the Courier can return the Goods to the Sender or the User. The cost of delivery will be calculated as if the returning point is the additional waypoint and Sender is the current Recipient.

The collection of the Goods will normally occur on the User's chosen date and an delivery Request can be made from 1 hour ahead of the required delivery date. Collections are possible 24/7/365, but are subject to Courier availability in applying the Order Request to meet the User's requirements.

The automated system on the Site and Applications requests collection times as set out in the User's Order Request. The Courier is under no obligation to collect.