

Terms & Conditions

Effective: April 20th, 2016

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and Doveaz Inc., a Delaware corporation (the "Company"). In order to use the Service and the associated Software you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by the Company (collectively, the "Service"), and downloading, installing or using any associated software supplied by the Company which purpose is to enable you to use the Service (collectively, the "Software").

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time, effective upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Software after any such changes shall constitute your consent to all such changes.

THE COMPANY DOES NOT PROVIDE LOGISTICS OR COURIER SERVICES, AND THE COMPANY IS NOT A LOGISTICS CARRIER. IT IS UP TO THE THIRD PARTY COURIER OR LOGISTICS PROVIDER, COURIER OR VEHICLE OPERATOR (COLLECTIVELY, THE "DOVEAZ") TO OFFER COURIER SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE SOFTWARE OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY COURIER SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE COURIER SERVICES OR ACT IN ANY WAY AS A COURIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY COURIER.

Representations and Warranties

By using the Software or Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction which restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Software and Service. Without limiting the foregoing, the Service and Software is not available to children (persons under the age of 18). By using the Software or Services, you represent and warrant that you are at least 18 years old. By using the Software or the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. Your participation in using the Service and/or Software is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Software or Service you agree to comply with all applicable laws of the location in which you are physically present while using the Software or Service. You may only access the Services using authorized means. It is your responsibility to check to ensure you download the correct Software for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Software for your handset. The Company reserves the right to terminate this Agreement should you be using the Service or Software with an incompatible or unauthorized device.

By using the Software or the Services, you agree that:

- You will only use the Service or Software for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.

- You will not use the Service or Software to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Software in any way whatsoever.
- You will not copy, or distribute the Software or other content without written permission from the Company.
- You will only use the Software and Service for your own use and will not resell it to a third party.
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.
- You will provide us with whatever proof of identity we may reasonably request.
- You will only use an access point or 3G data account (AP) which you are authorized to use.

License Grant & Restrictions

The Company hereby grants you a non-exclusive, non-transferable, right to use the Software and Service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by the Company and its licensors. You shall not:

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software in any way;
- ii. modify or make derivative works based upon the Service or the Software;
- iii. create Internet "links" to the Service or "frame" or "mirror" any Software on any other server or wireless or Internet-based device;
- iv. reverse engineer or access the Software in order to
 - A. build a competitive product or service
 - B. build a product using similar ideas, features, functions or graphics of the Service or Software, or
 - C. copy any ideas, features, functions or graphics of the Service or Software, or
- v. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Software.

You may use the Software and Service only for your personal, non-commercial purposes and shall not:

- i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- ii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- iii. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- iv. interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein

v. attempt to gain unauthorized access to the Software or Service or its related systems or networks.

Text Messaging

By using the Services or Software, you agree that the Company may send you text (SMS) messages. You will not be able to use the Services or Software without text messages. You may opt-out of receiving text (SMS) messages from Company at any time by deactivating your account. Please send an email to support@doveaz.com indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages, and we will deactivate your account. You may continue to receive text messages for a short period while the Company de-activates your account, and you may also receive text messages confirming the receipt of your de-activation request.

Payment Terms

Any fees which the Company may charge you for the Software or Service, are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Software or Service either planned, accidental or intentional, or any reason whatsoever. The Company reserves the right to determine final prevailing pricing - Please note the pricing information published on the website may not reflect the prevailing pricing.

In addition to the amount due, delinquent accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts and/or chargebacks including, but not limited to, collection fees and/or convenience fees and/or other third parties charges. You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to the Company by you. Such communication may be made by the Company or by anyone on its behalf, including but not limited to a third party collection agent.

The Company, at its sole discretion, makes 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. The Company may change the fees for our Service or Software as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service of Software.

Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Software or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Software and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

Third Party Interactions

During use of the Software and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Software or

Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Service or Software, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Software and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Software or Service and other mechanisms to subsidize the Software or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. The Company reserves the right to charge you a higher fee for the Services or Software should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website located at <http://doveaz.com>. The Company may compile and release information regarding you and your use of the Software or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

Indemnification

By entering into this Agreement and using the Software or Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys, assigns and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- a. your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein;
- b. your violation of any rights of any third party, including providers of courier services arranged via the Service or Software, or
- c. your use or misuse of the Software or Service.

Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SOFTWARE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT

- a. THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA,

- b. THE SERVICE OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,
- c. ANY STORED DATA WILL BE ACCURATE OR RELIABLE,
- d. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,
- e. ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR
- f. THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICE AND SOFTWARE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR SOFTWARE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Internet Delays

THE COMPANY'S SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY 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, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE

ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY MAY INTRODUCE YOU TO THIRD PARTY COURIERS FOR THE PURPOSES OF PROVIDING COURIER SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY COURIERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY COURIERS. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE SOFTWARE OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SOFTWARE OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE QUALITY OF THE COURIER SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH COURIER SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SOFTWARE AND THE SERVICE, YOUR SHIPMENTS MAY BE EXPOSED TO SITUATIONS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SOFTWARE AND THE SERVICE AT YOUR OWN RISK.

Notice

The Company may give notice by means of a general notice on the Service, electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following addresses (whichever is appropriate): Doveaz, Inc., 16192 Coastal highway Lewes, DE addressed to the attention of: Chief Executive Officer.

Assignment

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to

- i. a parent or subsidiary
- ii. an acquirer of assets
- iii. a successor by merger

Any purported assignment in violation of this section shall be void.

Relationship Between Doveaz Agents and the Company

If you are Doveaz agent, you are an independent contractor and you are not an employee, owner, joint venturer, or partner and that there is no employment agreement between you and the Company. In addition, if you are a Doveaz agent, you further understand and agree that you have no authority to bind the Company and you will not make any representations to any party that you have any authority to bind the Company, as an employee, partner or otherwise.

Term and Termination of Agreement

This Agreement is effective upon the use of the Software or the Service. You or the Company may terminate your participation in the Service at any time, for any reason and the Company may prohibit your use of the Software or Service at any time in its sole discretion. The terms of this Agreement, and any subsequent modification of this Agreement, shall remain in effect at all times after you or the Company terminate your participation or access to the Software or Service.

General

This Agreement shall be governed by the laws of the state in which you perform the Service for the Company, without regard to the choice or conflicts of law provisions of any jurisdiction. You and the Company agree that any legal disputes or claims arising out of or related to the Agreement (including but not limited to the use of the Software, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute), that cannot be resolved informally shall be submitted to binding arbitration in the state in which the Agreement was performed. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by you and the Company. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and the Company agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding.

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Software. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or

agreements, whether written or oral, between the parties regarding the subject matter contained herein.