

## **GENERAL TERMS AND CONDITIONS FOR USERS (CUSTOMERS) ON THE USE OF STARRIK APP.**

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the Starrik – a courier technology platform which connects owners of packages and items with Riders to help dispatch them across locations in the world more efficiently, effectively and excellently.

The term “us” or “we” refers to Starrik Technology Company Limited - a private limited liability company incorporated and registered with the Corporate Affairs Commission (CAC) under the laws of the Federal Republic of Nigeria with Registration Certificate 7404039 and its registered office situate at Prince EnobongUwah Street, Uyo, Akwa Ibom State – Nigeria, or other Starrik allied services or cooperation partner(s) where Starrik Services are not directly provided by Starrik Technology Company Limited.

*For reference purposes, ("delivery, logistics, courier, dispatch") all mean the same thing and they refer to services of moving properties around, provided by Starrik Riders or such services provided by the cooperate partners with the consent and approval by Starrik Technology Company Limited.*

In order to use Starrik app you **MUST** agree to the terms and conditions that are under listed below. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Starrik Technology Company Limited. Please note that you may not access or use the Services if you do not agree to these Terms as these Terms expressly supersede prior agreements or arrangements with you.

### **1. Using the Starrik app**

1.1 Starrik mediates a courier service through Starrik app that enables mediation of the requests for dispatch services between the Customers and Riders. Courier services are provided by Riders (Independent Third-Party Contractors) under a contract (with you) for the carriage of goods. Riders provide courier or dispatch services on an independent basis (either as independent Riders or as a company) as economic and professional service providers. Starrik is not responsible in any way for the fulfilment of the contract entered into between the Customer (you) and the Rider. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of courier services will be resolved between the Customers and Riders. Data regarding the Riders and their dispatch services are available on the Starrik app and receipts for orders are sent to the email address listed in Customer’s profile.

1.2. The Customer (you) enters into a contract with the Rider for the provision of dispatch services via the Starrik app. You can choose whether to pay the Rider for the dispatch service in cash or use Starrik in-App Payment depending on the payment options available to you and supported for a given location of the journey. Payments for Starrik Business delivery is handled by a separate agreement for Business deliveries. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments.

If you wish, you may also choose to pay a Tip to the Rider directly or via the use of Starrik in-App Payment. We may limit the maximum value of a Tip at our sole discretion.

1.3 During the installation of Starrik app, Customer's mobile number is linked to the respective Starrik user account and added to our database. If you are no longer using your mobile number, you must notify Starrik within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator may issue the same mobile number to a new person who when using the Starrik app then may have access to your data.

## **2. Promotional Activities**

2.1 Starrik may send you promotional codes on a per promotion basis. Promotional code credit can be applied towards payment on completion of an order or other features or benefits related to the service and/or a Third Party's service and are subject to any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

2.2 If your delivery amount exceeds the redeemable credit allocated to your order, the balance will be automatically deducted from your account's payment method. Similarly, a promotional code credit only applies on a per order basis and cannot carry over to a next order/ booking and therefore will be forfeited. Only one promotional code may be applied per booking.

2.3 Starrik reserves the right to cancel any promotional code at any time for any reason. This includes, but not limited to, if Starrik deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

2.4 Starrik reserves the right to carry out its promotional and marketing activities for its new products or allied services on the Starrik app, such other platforms connected or affiliated to Starrik, your email address via our newsletters or targeted emails.

2.5 Starrik understands that you are not a minor or under-age. You are up to the age of accountability as accepted in your region (e.g in Nigeria, it is 18years above).

## **3. Starrik in-App Payment**

3.1 You can pay for the dispatch services with a card, mobile carrier billing or other payment methods (e.g: Starrik Business) as and when available through Starrik App, depending on the payment options available or supported for the given location of the journey. By providing Starrik in-App Payment service, Starrik acts as a commercial agent for the providers of the dispatch services. Every rider has authorised Starrik as their commercial agent for the mediation of conclusion of contracts between the Rider and the Customer, including the power to accept payments from the Customers and to forward the payments to the Rider. Your obligation to the provider of the dispatch service will be fulfilled when the payment order is given to transfer funds to Starrik's bank account. You, as a customer are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

3.2 You may choose to pay a Tip to the Rider using the Starrik In-app Payment service. The Tip can be paid via the In-app Payment by means authorised by Starrik for that purpose. Starrik will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the Rider in

full amount, excluding any taxes, if applicable. Starrik reserves the right to withhold the Tip, if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with Starrik's Terms and Conditions

3.3 When making payments by Starrik in-App Payment, Starrik receives your payments and forwards money to the Rider. Starrik may ask additional data from you to verify payment method.

3.4 When making payments by Starrik in-App Payment for dispatch services, Starrik is not responsible for possible third-party payment costs (e.g mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the Starrik in-App Payment. Starrik is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

3.5 Starrik will be responsible for the functioning of Starrik in-App Payment and provide support in resolving problems. The resolution of disputes related to Starrik in-App Payment also takes place through us. For payment support service please contact: [info@Starrik.com](mailto:info@Starrik.com). Enquiries submitted by e-mail or Starrik App will receive a response within 72 working hours. Starrik will resolve Starrik in-App Payment related complaints and applications within 5 working days.

3.6. Upfront Fare. You may be offered to use an order option that allows you to agree to a fixed Fare for a given instance of Dispatch service provided by the Rider (i.e Upfront Fare). Upfront Fare is communicated to you via the Starrik App before the order is requested. Upfront Fare shall not be applied if you change the destination during the order, the order takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the order materially (e.g a route is used where tolls apply).

#### **4. Ordering and Cancelling Dispatch services**

4.1 If you order a dispatch service and the Rider has agreed to undertake the work, then the dispatch service is considered to be ordered.

4.2 Once a Rider confirms that he/she will complete your order, you will enter into a separate agreement with the Rider for the provision of the delivery on such terms and conditions as you agree with the Rider. Starrik does not provide delivery services and is not a party to your agreement with the relevant Rider.

4.3 Cancelling the use of an ordered dispatch service is considered to be the situation where the Rider has replied to your request and you subsequently reject, cancel or refuse the dispatch service. When a dispatch service request is cancelled after certain time period you are required to pay a cancellation fee.

4.4 If you cancel a dispatch service request on multiple successive instances within 24-hours, we may temporarily block your account for warning. After multiple such warnings, we may suspend your account for longer period (e.g 6 months). After that period, you could ask to reactivate your account and your application will be reviewed by Starrik.

4.5 When the Rider notifies the Customer about his/her arrival to the requested destination and the Customer or people for whom the dispatch was ordered do not arrive at the destination within certain time period as specified in the Starrik app, the request will be deemed cancelled. Sometimes the Rider may decide to cancel your request, please note that Starrik is not responsible for such situations.

4.6 Once the rider arrives and sends you a notification that he/she has arrived, the Starrik app may begin charging fare on a waiting time basis according to the rates specified in the Starrik app.

4.7 If you have requested dispatch services using the Starrik app and cause damage to the Rider's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the Rider will have the right to require you to pay a penalty of NGN 20,000.00 and require compensation for any damages exceeding the penalty. If you do not pay the penalty and/or compensate the damage, Starrik may pursue the claims on behalf of the provider of the dispatch service.

## **5. License to Use Starrik App**

5.1 As long as you comply with these General Terms and Conditions, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Starrik app in accordance with these General Terms and Conditions, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Starrik app. In the event that your right to use Starrik app is cancelled, the corresponding non-exclusive license will also be cancelled.

## **6. Liability**

6.1 As the Starrik app is an information technology service (a means of communication) between Customers and Riders, we cannot guarantee or take any responsibility for the quality or the absence or defects in the provision of dispatch services. As the usage of Starrik app for requesting dispatch services depends on the behaviour of the Riders, Starrik does not guarantee that you will always have offers available for the provision of the dispatch services.

6.2 The Starrik app does not offer or broker dispatch services for Customers. It is also not a dispatch agency service for finding Customers for dispatch providers. The Starrik app is used as the means for organising the provision of dispatch services.

6.3 The consumer's right of refund is not applied to Starrik app orders. Requesting a refund from the dispatch service does not withdraw you from the agreement in the course of which the provision of the dispatch service was ordered.

6.4 The Starrik app is provided on an "as is" and "as available" basis. Starrik does not represent, warrant or guarantee that access to Starrik app will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee that the app will function at all times, for example a public emergency may result in a service interruption.

6.5 Starrik, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using Starrik app or relying on, the delivery service contracted for through the Starrik app, including but not limited to:

6.5.1. any direct or indirect property damage or monetary loss,

6.5.2. loss of profit,

6.5.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business,

6.5.4. loss or inaccuracy of data, and/or

6.5.5. any other type of loss or damage.

6.6 The financial liability of Starrik in connection with breach of the contract will be limited to NGN 50,000.00 You will have the right to claim for damages only if Starrik has deliberately violated the contract. Starrik will not be liable for the actions or inactions of the Rider and will not be liable for damages that the Rider causes to the Customer.

6.7 You agree to fully indemnify and hold Starrik, its parent Company, its affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the Starrik app (including the services you obtain through your use of the Starrik app).

6.8 Starrik may immediately end your use of the Starrik app if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of Starrik or the safety of Riders.

6.9 You agree to engage us privately in peaceful dialogue through one-on-one meeting, phone call, email, written letter, SMS, or such other means of communication, with due acknowledgement of the receipt of your complaints by us, in situations you feel we have breached our service agreement or offer substandard service, with no conscious or unconscious contradiction to any part of these General Terms and conditions. However, you may proceed with legal actions if you are not satisfied with the outcome or result of such peaceful dialogue. But taking any legal action against the company without first engaging the company in a peaceful conversation renders your legal action inconsistent with our general terms and conditions and we have the right to request that you fully indemnify us of all expenses and liabilities from your legal action and may proceed further to charge for what we may tag as “Legal or Corporate Defamation” against Starrik, especially in situation we would have admitted our shortcomings if peacefully engaged.

## **7. Good Practice Using the Starrik App**

7.1 As Starrik is not a provider or broker of the dispatch services, any issues with defects or quality of the dispatch services will be resolved in accordance with the rules and regulations of the dispatch service provider or the relevant public authority.

7.2 We ask you to fill out a feedback form in the Starrik app. This enables us to offer suggestions to the Riders for improving the quality of their services.

7.3 We expect that you use Starrik app in good faith and be respectful of the Riders who offer their services through Starrik app. Starrik retains the right to close your account if you have violated the terms set out in this General Terms and Conditions or if your activities are malicious, i.e. withholding payment for the provision of the dispatch service, fraud, being disrespectful towards the Riders, etc. In these cases, your Starrik app account may be revoked without prior notice.

7.4 Starrik will make every effort to ensure that only Riders, who have integrity and are respectful of their profession and Customers, use the Starrik app. However, we are in no position to guarantee that every provider of dispatch services, located by the Starrik app, satisfies the aforementioned criteria at all times. If you experience objectionable dispatch service, please notify the company or individual responsible for the service, a supervisory authority (especially in the case of independent Riders or our customer support).

## **8. Amendments to the General Terms and Conditions**

8.1 If any substantial amendments are made to the General Terms and Conditions, then you will be notified by e-mail or Starrik app notifications. If you continue using Starrik app, you will be deemed to accept the amendments.

## **9. Final Provisions**

The General Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the Federal Republic of Nigeria, a country in West Africa. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations or dialogues, then the dispute will be finally resolved in the Supreme Court of Nigeria, Nigeria. If any provision of the General Terms is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

**DATE OF ENTRY INTO FORCE AND EFFECTIVENESS OF THESE GENERAL TERMS AND CONDITIONS IS 1<sup>st</sup> MAY, 2024.**