

THESE TERMS & CONDITIONS (“Agreement” or “Terms”) GOVERN YOUR ACQUISITION AND USE OF BOOKLOGISTIC.COM. THIS AGREEMENT, EITHER BY CHECKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND THESE TERMS WILL THEN APPLY TO YOU FROM THE TIME THAT YOU FIRST ACCESS THE SERVICES (INCLUDING WHERE YOU HAVE SUBSCRIBED VIA A BOOKLOGISTIC.COM PAYMENT COLLECTOR SUCH AS BANKS). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH AN ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Booklogistic.com reserves the right to amend these Terms at any time, effective upon the posting of such modified Terms on the Website. Booklogistic.com will make every effort to communicate these changes to You via the Website and also via in-app notification. It is likely that the Terms will change over time. It is Your obligation to ensure that You have read and understood the most recent Terms available on the Website. These Terms were last updated in September 2021. They replace any prior agreement(s) between You and booklogistic.com. When we change these Terms, the “last updated” date above will be updated to reflect the date of the most recent version.

1. DEFINITIONS

“Agreement” or “Terms”

means these booklogistic.com Terms and Conditions and includes any notices, policies, guidelines or conditions sent to You by booklogistic.com or posted on the Website.

“Transaction Fee”

means the Subscription fee (excluding any taxes and duties) and any applicable one-time-service fees payable by You in accordance with the fee schedule set out on the Website and as agreed to in Your Order Form for the Services.

“Affiliates”

means any entity that directly or indirectly controls, is controlled by, or is under common control with, You (for example, one of Your users).

“Billing Contact”

means Your nominated contact entity and address for billing purposes.

“Confidential Information”

means any information which the disclosing party identifies as confidential or which ought reasonably to be considered confidential because of its nature and the manner of its

disclosure, including Subscriber Data and information about the disclosing party's business plans, technical data, and the terms of Your Order but excluding information which is, or becomes, publicly available or that is already known by, or rightfully received by, the other party other than as a result of a breach of an obligation of confidentiality.

“Data”

means any company information, photos, employee details, route or any other data inputted or uploaded by You into the Website processed or made available to You or others as a direct result of Your use of the Services and the Website.

“Intellectual Property Right”

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“User”

means an individual registered by You to use the Services for Your benefit in accordance with this Agreement, including Your rider, employees, etc.

“Loss”

means all liabilities, expenses, losses, damages and costs (including legal costs) and expenses, however arising.

“Maximum Total Users” means the maximum number of Users as created by You from time to time on the website.

“Dashboard”

means the subscription check out page where the Booklogistic.com Services, subscription balance, total users, pending trip, completed trip, etc.

“Renewal Date”

means the date on which Your subscription is been topped up.

“Services”

means the online Booklogistic.com platform/product that You have subscribed to via the website.

“Booklogistic.com Partner or Subscriber or Logistician”

means the person or the company that has registered its business under the booklogistics.com platform to benefit from the features of the application. This can also be known as the “Account Owner”

“Customer”

means the parcel Sender, or Receiver that has requested for a service of a logistician through the booklogistic.com website.

“Third Party Service Provider”

means the person or organization that has rendered a service to booklogistic.com in the development of the website e.g Google, web hosting company, banks, SMS Service provider and so on.

“Subscription Term”

means the period for which you have an active credit balance on your account to access the Services.

“Usage Limitations”

means those limitations as specified due to low account balance or restrictions by the system.

“Website”

means the Internet site at the domain **booklogistic.com**, any other sites and mobile apps operated by Booklogistic.com.

“Your Organizations”

means, an organization that You have added as a subscriber to the Services or that has been added with Your authority or as a result of Your use of the Services.

Any reference to “includes” or “including” is on a without limitation basis.

2. END USER LICENSE AGREEMENT (USE OF SOFTWARE)

2.1 Rights to access and use the Services:

Booklogistic.com grants You the right to access and use the Services (including to authorize Users to access and use the Services) via the Website in accordance with Your subscription unit value. This right is non-exclusive and limited by, and subject to, the terms of this Agreement. You acknowledge and agree that, subject to any applicable laws:

- a. the Subscriber determines who is a User and what level of access each User has to the Services, Website and Data (up to the applicable Maximum Total Users);
- b. the Subscriber is responsible for all Users’ use of the Services and the Website (whether authorized by the Subscriber or not);
- c. the Subscriber controls each User’s access to the Services, User access can revoke, at any time and for any reason, in which case that person. or entity will cease to be a User or shall have that different level of access, as the case may be;
- d. Users’ user names and passwords may not be shared or used by more than one individual and the Subscriber may only re-assign access rights to a new individual user where an existing User no longer requires the rights to access and use the Services and Website; and
- e. if there is any dispute between a Subscriber and a User regarding access to any Services, Website or Data, the Subscriber shall decide what access or level of access to the relevant Services, Website or Data that User shall have, if any.

2.2 Customer Payment:

If You have subscribed to the Booklogistic.com platform, to enable Your customers to request delivery services from your company, You are responsible for payment collection from such customer either payment before service or after service through any payment method (cash or transfer) of your choice. Booklogistic.com would not be responsible for any payment **not** made by the customer.

At a situation where riders are been delayed by the customer (either by parcel sender or receiver), booklogistic.com would not issue any form or penalty or warning to such customers. You are responsible to manage such situation in a coordinated manner.

2.3 Our right to make changes to the Services:

Booklogistic.com may modify the Services from time to time, including by adding or deleting features and functions, as we continually improve our Services and Website and the experience we offer You. However Booklogistic.com will not make changes to the Services that materially reduce the functionality provided to You. However, You acknowledge that Booklogistic.com does not control changes made by third party service providers (e.g., SMS service providers, web hosting companies, Google and so on) to their products and that these types of changes may impact the functionality of the Services.

3. YOUR OBLIGATIONS

3.1. Payment obligations:

- a. Credit balance will be visible on your booblogistic.com account wallet.
 - i. top up could be done at any point in time as the value of your credit drops due to usage.
 - ii. You could decide to make payment daily, weekly, monthly or yearly depends on your usage.
- b. Booklogistic.com will continue provide you with your credit and debit updates on Your account dashboard.
- c. All credits and debits due to usage will be visible to Account owners when logged into the website.
- d. You are responsible for payment of all bank charges, applicable taxes and duties in addition to the Access Fees. If You are required to deduct or withhold any tax, You must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.
- e. If Booklogistic.com has to spend money collecting overdue amounts from You then You will reimburse Booklogistic.com for those costs.

3.2 Variations to Access Fees:

Minimum balance is required for you to benefit the features of the application and a fixed amount will be charged per transaction. Booklogistic.com reserves the right to increase the transaction charges for the Services on 14 days' written notice to You with any such increase to then take effect on the Date stipulated by the company.

3.3 Subscribers ordering via a Booklogistic.com Payment Collector: (e.g Bank)

If You have subscribed to the Services via a Third Party, such Booklogistic.com Bank cash

payment or transfer, you will be issued a payment receipt for the amount made and such receipt should be scanned and forward to our billing unit.

3.4. Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Transaction Fees as a result of the number of Your Customers. Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of Subscription Fees in relation to all of Your daily transactions.

3.5. General obligations:

You are solely responsible for your use of the Services and Website and for Your Data (including, if You have subscribed to the Booklogistic.com platform, Data uploaded to and displayed on your page(s) such as daily route) and for ensuring at all times that Your use of the Services and Website and Your Data is compliant with applicable laws and regulations. You must only use the Services and Website for Your own lawful internal business purposes, in accordance with these Terms and any notices, policies, guidelines or conditions sent to You by Booklogistic.com or posted on the Website.

3.6. Access conditions:

- a. You must ensure that all usernames and passwords (including any passwords allocated to Users) required to access the Services and Website are kept secure and confidential. You must immediately notify Booklogistic.com of any unauthorized use of Your passwords or any other breach of security and Booklogistic.com will reset Your password(s) and You must take all other actions that Booklogistic.com reasonably deems necessary to maintain or enhance the security of Booklogistic.com's computing systems and networks (including the Website) and Your access to the Services.
- b. When accessing and using the Services You must not:
 - i. attempt to undermine the security or integrity of Booklogistic.com's computing systems or networks (including the Website) or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - ii. use, or misuse, the Services in any way which may impair the functionality of the Services, Website or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website, including by misusing the Services in a manner that materially exceeds reasonable usage or use patterns over any month or by using the Services in a malicious, fraudulent or unlawful manner;
 - iii. attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
 - iv. transmit, input or upload to the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); or
 - v. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3.7. User and Usage Limitations:

- a. The maximum usage of the service by active Users enhances further creations of more Users. That is, Your increase in Users may be subject to service Usage by the existing Users. If the active Users underutilize its capacity, additional Users may be restricted.
- b. All existing Users has to be fully active and account payment credit will grant usage to all Users.
- c. If Users is not active after 90 days, the User account may be deactivated. Similarly, if Company (Account Owner) is not active after 180days, the account may be terminated.

3.8 Usage reviews:

You agree that Booklogistic.com may review Your use of the Services at any time during the Active Term, and You will provide any reasonable assistance to verify Your compliance with this Agreement as we may request. Booklogistic.com may suspend Your rights to access and use of the Services (including Your rights to access any of Your Data) immediately upon written notice if we determine that Your use of the Services (including any of Your Data) breaches this Agreement (without limiting any other rights or remedies Booklogistic.com may have).

3.9. Communication Conditions:

- a. As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, email, whatsapp, or phone call), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including: offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).
- b. When You generate any communication on the Website, You represent that You are permitted to generate such communication. Booklogistic.com is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Booklogistic.com does reserve the right to remove any communication at any time in its sole discretion.

4. CONFIDENTIALITY AND PRIVACY

4.1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- a. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as expressly contemplated by these Terms or,

where Booklogistic.com is the recipient, in order to provide the Services to You.

b. Each party's obligations under this clause will survive termination of these Terms.

4.2. Privacy:

a. Booklogistic.com maintains a privacy policy that sets out what information Booklogistic.com collects about individuals and why, what Booklogistic.com does with that information, and how Booklogistic.com handles that information. You should read that policy at booklogistic.com/privacy-policy/ ("Privacy Policy"). In the event of any conflict between these Terms and the terms of the Booklogistic.com Privacy Policy, the terms of our Privacy Policy will take precedence.

b. If You are subject to the territorial scope of the Regulation, You agree that You are a "data controller" and that Booklogistic.com is a "data processor" and that the terms of the Data Processor Agreement form part of this Agreement.

5. INTELLECTUAL PROPERTY

5.1. General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Wabriel Operations Limited (or its licensors).

5.2. Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Booklogistic.com Access Fees when due and any re-establishment fee due and payable under clause 5.6. You grant booklogistic.com a license to use, copy, transmit, store, and back-up Your Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of Services to You. For the avoidance of doubt, this license is without limitation to booklogistic.com Limited right to create anonymised data compilations or similar works based on Your Data.

5.3. Backup of Data:

You must maintain copies of all Data inputted or uploaded into the Website.

Booklogistic.com adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Booklogistic.com expressly excludes liability for any loss of Data (including Data archived pursuant to clause 5.6) no matter how caused.

5.4. Third-party apps and Your Data:

If You enable third-party apps for use in conjunction with the Services, You acknowledge that Booklogistic.com may allow the providers of those third-party apps to access Your Data as required for the interoperation of such third-party apps with the Services.

Booklogistic.com shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers. You also acknowledge that those third party app providers are independent of Booklogistic.com and those apps will be subject to terms and conditions and privacy notices set by their providers.

5.5. Accuracy of Data:

You agree and acknowledge that You are responsible for ensuring the accuracy of Data inputted into the Website by You or by any person on Your behalf. Booklogistic.com is under no obligation to ensure that Your Data in the Website is an accurate representation of Your actual business data.

5.6 Deletion and recovery of Data:

a. Where:

- i. You choose to discontinue Your Services in accordance with clause 8.1;
 - ii. either party terminates this Agreement in accordance with clause 8.3;
 - iii. Booklogistic.com suspends or terminates this Agreement in accordance with clause 8.5;
- or

iv. Booklogistic.com otherwise suspends and/or terminates Your right to access to the Services and/or the Website in accordance with this Agreement, it is Your responsibility to extract Your Data from the Website prior to the effective date of such suspension or termination. Following the effective date of suspension or termination, Booklogistic.com reserves the right, in Booklogistic.com's sole discretion, to either (i) delete Your Data or (ii) archive Your Data for a period of time of up to six months (upon the expiry of which time Booklogistic.com may delete Your Data).

b. If Booklogistic.com has chosen to archive Your Data and if Your Services are subsequently re-established within the archive period then Booklogistic.com will restore Your access to the archived Data provided that You pay Booklogistic.com in advance: Booklogistic.com in Booklogistic.com's sole discretion and notified to You.

c. Where your right to access and use the Services and Website has been terminated and Booklogistic.com has chosen to archive Your Data, if You omitted to extract Your Data prior to the effective date of such termination and You subsequently notify us that You require access to Your Data then Booklogistic.com will temporarily restore Your access to the archived Data provided that You re-subscribe to the Services and that You pay Booklogistic.com the associated Access Fee together with a one-off fee of such amount as is determined by Booklogistic.com in Booklogistic.com's sole discretion and notified to You.

d. You acknowledge that any Data that may be archived and restored under this clause will include Booklogistic.com inventory data but may exclude integration and other Booklogistic.com Services data.

6. WARRANTIES AND ACKNOWLEDGEMENTS

6.1. Data:

a. You represent and warrant that:

- i. You have obtained all necessary consents and are otherwise authorized to input or upload the Data that You input or upload to the Website, including any Data inputted or uploaded to the Website by any User on Your behalf; and
- ii. You are similarly authorized to access the processed Data that is made available to You through Your use of the Website and the Services, in each case, whether the inputted or uploaded Data is Your own or that of anyone else.

6.2 Rights of third parties / access to Data:

- a. You acknowledge and agree that Booklogistic.com has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person that is enforceable against us by any person (including Your Affiliates) other than You.
- b. If You use the Services on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:
 - i. You are responsible for ensuring that You have the right to do so;
 - ii. In the case of a third person requiring access to Your Data (i.e., other than a User), You are responsible for authorizing any such person to access Your Data, and You agree that Booklogistic.com has no obligation to provide any such person with access to Your Data without Your prior written authorization (and may refer any third party access requests for information to You to address); and
 - iii. You will indemnify Booklogistic.com against any Loss arising out of or in connection with Booklogistic.com's refusal to provide such third persons with access to Your Data and/or Booklogistic.com enabling access by such third persons to Your Data where this has been done with Your written authorization.

6.3 Acknowledgements and disclaimers:

You acknowledge and agree that Booklogistic.com gives no warranty about the Services and Website and, without limiting the foregoing:

- a. The provision of, access to, and use of, the Services and the Website is on an "as is" basis and at Your own risk.
- b. Booklogistic.com does not warrant that the use of the Services or the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service and the Website, including map services, SMS services, email, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services and the Website. Booklogistic.com is not in any way responsible for any such interference or prevention of Your access or use of the Services.
- c. Booklogistic.com does not warrant that the Services or the Website will meet Your requirements or that the Services or the Website will be suitable for any particular purpose. It is Your sole responsibility to determine that the Services and the Website meet the needs of Your business and are suitable for the purposes for which they are used.
- d. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Website will comply with laws applicable to You (including any laws requiring You to retain records).
- e. You are solely responsible for assessing the correct taxes you should charge Your customers.

6.4. No implied warranties:

To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including warranties of merchantability and fitness for purpose, title and non-infringement.

6.5. Consumer protection laws:

You warrant and represent that You are acquiring the right to access and use the Services and Website for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1. Indemnity:

You indemnify Booklogistic.com against all Losses that Booklogistic.com incurs arising out of or in connection with:

- a. Your breach of any of these Terms;
- b. any claims of tax authorities of any country, state, province or other jurisdiction in relation to the taxes levied on sales to Your customers; and/or
- c. any third party claims against Booklogistic.com relating to Your Data or otherwise to Your use of the Services or Website or any third party app (or other third party product).

7.2 Booklogistic.com is not responsible:

To the maximum extent permitted by law, Booklogistic.com will not be liable to You (or any other person) in contract, tort (including negligence), or otherwise, for any Losses (whether direct or indirect) arising out of, or in connection with, Your use of, or reliance on, the Services or Website or otherwise arising out of or in connection with these Terms.

8. TERMINATION AND SUSPENSION

8.1. Trial policy:

When You first sign up for access to the Services Your account would be on Pending for not more than Three days with no obligation to start using the Services until Your account is fully verified. If You do not meet the requirement and standard of booklogistic.com, Your account may not be verified. After verification and it is later discovered that you provided false information to booklogistic.com, Your account would either be suspended or terminated. Similarly, if customers continuously make unsatisfactory complains about your services, Your account may be placed on suspension pending when proper investigation is made and completed. However, If You choose to discontinue using the Services, You must apply in writing to support@booklogistic.com to be removed from the Services.

8.2 Insufficient Balance:

Access Fees are paid in advance, however in the event that Your account balance becomes insufficient, you will not have access to use the service until your account is been credited with the minimum amount required.

8.3. Breach:

If You:

- a. breach any of these Terms (including by non-payment of any Access Fees) and do not

remedy the breach within fifteen days after receiving notice of the breach if the breach is capable of being remedied;

b. breach any of these Terms and the breach is not capable of being remedied; or

c. You are declared bankrupt or You become bankrupt, insolvent, or You go into liquidation or a receiver or manager is appointed over any of Your assets, or You make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, then Booklogistic.com may take any or all of the following actions, at its sole discretion:

i. terminate this Agreement and Your right to access and use the Services and the Website;

ii. suspend, for any definite or indefinite period of time, Your right to access and use of the Services and the Website;

iii. suspend or terminate Your access to any or all Data through the Website; or

iv. delete Your Data in accordance with clause 5.6.

8.4. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

a. remain liable for any accrued charges and amounts which become due for payment before or after termination; and

b. immediately cease to use the Services and the Website.

8.5. Expiry or termination:

Those clauses which by their nature survive expiry or termination, including clauses 3.1, 4, 5, 6, 7, 8 and 10, will survive the expiry or termination of these Terms.

8.6. Refund Policy:

Subject to clause 8.1 Booklogistic.com does not provide refunds if You decide to stop using the Services and accessing the Website at any time during Your Subscription Term.

9. HELP DESK

9.1. Technical Problems:

You have a right to technical support, in accordance to the level of the service on Your subscription. Booklogistic.com will endeavor to address all queries and request for assistance received through the Website or via email to support@booklogistic.com as promptly as reasonably possible, but does not warrant that support will be immediately available. Premium support is not available on all subscriptions.

9.2. Service availability:

Whilst Booklogistic.com intends that the Services and the Website should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Booklogistic.com has to interrupt the Services for any period, Booklogistic.com will use reasonable endeavors to publish in advance details of such activity.

10. GENERAL

10.1. Entire agreement:

These Terms, together with the Booklogistic.com Privacy Policy and the Data Processing Agreement (where applicable) and the terms of any other notices or instructions given to You under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Booklogistic.com relating to the Services and Your access and use of the Website and the other matters dealt with in these Terms.

10.2. Waiver:

A waiver of any breach of any provision in these Terms shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

10.3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

10.4. No Assignment:

You may not assign or transfer this Agreement or any of Your rights under this Agreement to another person without our prior written consent. The transfer of the Account ownership may be requested by contacting support@booklogistic.com. It is at the discretion of Booklogistic.com to action this change over.