

Terms & Conditions

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and Ava Arshad LLC, Inc, a Texas LLC (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 of the software offered as part of the operations of the Company or the Web site and supplied by the Company with the purpose being to enable you to use the Service (collectively, the "Software"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time at www.avarents.co

The Company expressly retains the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Software at any time. These changes take effect upon posting of an updated version of this Agreement on the Service or Software. You are responsible for regularly reviewing this Agreement. The use of the Service or Software after any such changes shall constitute your full consent to any changes to the terms and conditions of the use of the Software and Services of the Company.

Representations and Warranties

By using the Software or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service 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 limitation on this statement, the Service and Software is not available to children (persons under the age of 18). By using the Software or Service, you clearly state and confirm that you are at least 18 years old. By using the Software or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

Your participation in using the Service and/or Software is for your sole, personal use and in the case of an entity it is for the sole use by that entity that you hereby represent that you have the right and authority to represent that entity in the use of Software or Service. 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 from your home nation, the country, state and city in which you are present while using the Software or Service.

You may only access the Service 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 Service, you agree that:

1. You will not use the Service or Software to cause nuisance, annoyance or inconvenience.
2. You will not copy, or distribute the Software or other content without written permission from the Company.
3. You will provide us with whatever proof of identity we may reasonably request.

4. You are aware that when requesting courier services by SMS, standard messaging charges will apply.
5. 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.
6. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.
7. You will only use the Software and Service for your own use and will not resell it to a third party.
8. You will not impair the proper operation of the network.
9. You will not try to harm the Service or Software in any way whatsoever.
10. You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Service.

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 give 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.

User Account

You are the sole authorized User of any account you create with the Software. You are responsible for maintaining the confidentiality of any password provided by you or the Company for accessing the Software. You are solely and fully responsible for all activities that occur under your password or account. The Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account, you will notify the Company immediately.

Payment Terms

The Company, at its sole discretion, may make 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.

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.

Third Party Interactions

The Company provides the Software and Service to you pursuant to the terms and conditions of this Agreement. During use of the Software and Service, you may enter into correspondence with 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. 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 Service or Software should you choose not to receive these advertising services. 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

You agree to defend, indemnify and hold harmless the Company and its officers, directors, employees, agents and affiliates, from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Software or from any breach by you of these Terms and Conditions, including without limitation any actual or alleged violation of any federal, state or local statute, ordinance, administrative order, rule or regulation. The Company shall provide notice to you promptly of any such claim, suit or proceeding and shall have the right to control the defense of such action, at your expense, in defending any such claim, suit or proceeding.

Disclaimer

Use of the software is entirely at your own risk. Changes are periodically made to the website and apps and may be made at any time without notice to you. The software is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. The company makes no warranties or representations about the accuracy or completeness of the content provided through the software or the content of any websites linked to the service. The company assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service or the software; (iii) any unauthorized access to or use of the company's secure servers and/or any and all personal information and/or financial information stored therein. The company does not warrant that the website will operate error-free or that the website and its server are free of computer viruses and other harmful goods. If your use of the website results in the need for servicing or replacing equipment or data, the company shall not be responsible for those costs. The company, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including without limitation the warranty of merchantability, non-infringement of third party rights and the warranty of fitness for a particular purpose. The company makes no warranties about the accuracy, reliability, completeness or timeliness of the content, services, software, software, text, graphics or links. The company and its affiliates and licensors cannot and do not guarantee

that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

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 FOR LOSS EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE EVENT GIVING RISE TO SUCH CLAIM OR TWO HUNDRED AND FIFTY DOLLARS (\$250.00 USD) TOTAL, WHICHEVER IS GREATER. 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 BY 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 PROVIDERS. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY OR SERVICES PROVIDERS 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 COURIER OR FOOD SERVICES PROVIDERS. 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 THE CIVIL CODE OF THE STATE OF TEXAS (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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. THE QUALITY OF THE FOOD AND COURIER SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR SOFTWARE IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE SOFTWARE AND THE SERVICE, YOU MAY BE EXPOSED TO POTENTIALLY DANGEROUS ITEMS, ITEMS THAT ARE OFFENSIVE, HARMFUL, OR SHOULD NOT BE EXPOSED TO MINORS, THAT ARE UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SOFTWARE AND THE SERVICE AT YOUR OWN RISK AND THAT THE SERVICES AND PRODUCTS

OBTAINED FROM THE COMPANY AND ITS SERVICES ARE OBTAINED WITH THE UNDERSTANDING THAT ALL USES OF THE SERVICES ARE AT THE USERS RISK AS DESCRIBED HEREIN.

Termination

At its sole discretion, the Company may modify or discontinue the Software, or may modify, suspend or terminate your access to the Software or the Service, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, The Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Software is terminated, this Agreement will remain enforceable against you. You may terminate this Agreement at any time by ceasing all use of the Software. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

General

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. This Agreement is governed by the laws of the State of Texas, without regards to its conflict of laws principles. If any provision of this Agreement is found to be invalid in any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Any offer for any product, feature, service or software made on this Website is void where prohibited.