

# Safar Send

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## Terms and conditions of Safar Send user account

These Terms and Conditions govern your use of the mobile application Safar Send operated by **Balancee** (“we”, “us”, “our”). By accessing or using the App, you agree to be bound by these Terms. If you do not agree, you must not use the App. You must be at least 18 years old to create an account and use the services provided through the App.

(Version 0.0.1, Date: “DATE OF APP RELEASE”)

### 1. General

#### 1.1. Definitions

“Platform” or “App” refers to the mobile application that connects users who have extra travel luggage capacity (“Travelers”) with users who wish to send items to another location (“Senders”). “User” means any individual who accesses or uses the App. “Content” means any information submitted, uploaded, or transmitted through the App. “Transaction” refers to any private arrangement between Users for sending or carrying items.

#### 1.2. Nature and Service

The App provides a digital platform that enables Travelers and Senders to find one another. We do not provide delivery, courier, transport, logistics, or brokerage services. We are not an agent, insurer, carrier, freight broker, or intermediary. All arrangements, agreements, and exchanges are made directly between Users, and we are not a party to any Transaction. We do not guarantee delivery, item safety, user honesty, or the successful outcome of any Transaction.

### 2. User

#### 2.1. User Account and Registration

To access certain features, you must register an account and provide accurate, complete, and up-to-date information. You are responsible for maintaining the security of your account. You must not create multiple accounts, impersonate others, or provide false information. We may suspend or terminate your account at any time if you violate these Terms or if we suspect fraudulent or harmful activity.

#### 2.2. User Responsibilities

Users are fully responsible for their own actions and decisions when communicating, meeting, exchanging items, or engaging in Transactions. Users must comply with local, national, and international laws, including customs regulations, import and export restrictions, and prohibitions on transporting illegal or dangerous items. Users are responsible for verifying the legality of the items they send or carry and for handling payments or compensation privately.

#### 2.3. Prohibited Use

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You must not use the App to transport or send illegal, hazardous, stolen, counterfeit, or prohibited items. You must not use the App for fraud, scams, money laundering, impersonation, harassment, or any activity that violates the law. You must not interfere with the security, integrity, or functionality of the App.

## **2.4. User-to-User Agreement**

Any Transaction, agreement, payment, or understanding between Users is solely between those Users. We do not supervise, control, or guarantee any User behavior or any part of the Transaction. We are not responsible for enforcing or resolving disputes related to these agreements.

## **2.5. Moderating and Reporting**

Users may report suspicious or harmful behavior. We may review Content or suspend accounts at our discretion. We may remove any Content that violates these Terms or applicable laws.

## **3. App**

### **3.1. No Guarantees or Warranties**

We do not guarantee the identity, background, reliability, or intentions of any User. We do not guarantee the safety, condition, value, or successful delivery of any item. We do not guarantee continuous or error-free App availability. All use of the App and all interactions between Users occur at the Users' own risk.

### **3.2. Limitation of Liability**

To the fullest extent permitted by law, we are not liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from your use of the App or your interactions with other Users. We are not responsible for lost, damaged, delayed, or stolen items, nor for any disputes or disagreements between Users. Our total liability in any case is limited to the amount you paid for accessing the service, if any.

### **3.3. Safety Features and Security Measures**

We may provide optional safety features, such as identity checks, reporting tools, and safety tips. These tools are intended to support a safer environment, but we do not guarantee that they will prevent fraud, misconduct, or harm. Users are responsible for evaluating risks and acting cautiously.

### **3.4. Intellectual Property**

All trademarks, logos, graphics, code, designs, and materials associated with the App belong to us. Users receive a limited, non-transferable license to use the App for its intended purpose. Users may not copy, reverse-engineer, modify, or distribute the App or its materials.

### **3.5. Third-Party Services**

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The App may use third-party services for hosting, analytics, identity verification, or payment processing. We are not responsible for the content, practices, or reliability of these third parties.

## 3.6. Termination

We may terminate or suspend your access at any time without notice if you violate these Terms or if required by law. You may delete your account at any time. Termination does not remove our right to retain certain data for legal purposes as explained in the Privacy Policy.

## 4. Governing Law and Dispute Resolution

These Terms are governed by the laws of **Germany**. Any dispute arising from these Terms or the use of the App shall be resolved exclusively in the courts located in **Germany**, unless otherwise required by mandatory local laws.

## 5. Change of These Terms

We may update these Terms from time to time. Changes become effective when posted in the App. Continued use of the App constitutes acceptance of the updated Terms.

## 6. Contact Information

For questions or concerns, you can contact us at:

**Email:** [Your Email]

**Address:** [Company/Legal Address]