

## **TERMS AND CONDITIONS – AO LOGISTICS**

The following Terms and Conditions (the "Terms") govern your access and/or use of any of the applications, websites, content, products, software and services (the "Services") made available by AO Logistics and its subsidiaries, representatives, affiliates, officers and directors (collectively "AO").

**PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND ALL OF THE TERMS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES.**

In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing, using or receiving any Services made available by AO Logistics, you expressly acknowledge and confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. AO may cease offering or deny access to the Services or any portion thereof, to you at any time for any reason.

AO reserves the right to amend the Terms or its policies relating to the Services at any time, without notice to you. Any such amendment will be effective upon posting of the updated Terms on the Services, and you are solely responsible for regularly reviewing the same. Your continued access or use of the Services after any such changes shall constitute your agreement to be bound by such Terms as amended.

AO's collection and use of personal information in connection with the Services is described in AO's Data Privacy Policy located at <https://www.aologistics.com/privacy>

### **The Services**

The Services provided by AO enable users to arrange and schedule logistics or delivery services and/or to purchase goods from independent third party providers of such services and goods.

**YOU HEREBY ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN DELIVERY AND/OR LOGISTICS SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH AO AS A PROVIDER OF DELIVERY, COURIER OR LOGISTICS SERVICES OR AS A LOGISTICS CARRIER.**

Unless otherwise agreed by AO in a separate written agreement with you, the Services are made available solely for your personal non-commercial use.

The Services and all rights therein are and shall remain the property of AO or its licensors (as relevant). Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited licence granted here below; or (ii) to use or reference in any manner, AO company names, logo, product or service names, trademarks or service marks or those of AO Logistics licensors.

AO Logistics reserves the right to create, adjust and/or revise categories in relation to the offer and/or use of the Services by any persons, or category of persons, at any time and at AO's sole discretion. You understand that AO Logistics, in its sole discretion, may determine these categories using any criteria including without limitation, volume of goods, weight limits, geographical location, time period or quantum of demand. You also understand and acknowledge that such categorization may result in different amounts charged for the same or similar services or goods obtained through the use of the Services.

### **Delivery**

By using the Services you hereby agree and acknowledge that you will, at the time of placing an order, provide all the materials and information required to enable safe and efficient delivery of your goods. Further, you hereby acknowledge and agree that you bear responsibility and liability for the goods delivered through use of the Services. Accordingly, you will be responsible to ensure that:

1. All goods are clearly and accurately labelled. AO Logistics will not be liable for any late or wrong delivery on account of deficient or insufficient labelling of a delivery item;
2. All items submitted for delivery are appropriately packed, insulated and sealed, and all fragile items are suitably marked. Further you hereby agree to provide details of any guidelines or special precautions required for their handling and carriage. While every effort is taken to ensure safe delivery of goods, you understand that neither AO Logistics nor its third party providers shall be responsible for damage to goods caused as a result of insufficient or poor packaging of the goods; and
3. You do not submit any high value items, hazardous goods, perishable goods or other items susceptible to deterioration on account of environmental conditions for transport. Any such items submitted for delivery will be transported entirely at your own risk. AO Logistics shall not be responsible to provide special handling for such items, whether declared or not. Further, any incidental damage occasioned to other packages, or any harm or injury caused to third parties, by the contents of your delivery package shall be your responsibility and you hereby agree to indemnify AO Logistics for the same.

In order to enhance cost-savings, AO Logistics may consolidate your delivery packages with those of other customers for transportation. You hereby agree to the same and confirm that you will provide any additional information that may be required to ensure clear and correct identification of your delivery package, including, if requested, the value of the goods to be delivered. AO Logistics reserves the right to, at any point in time, seek a second opinion on the declared value of an item.

If you opt to have your package delivered to a different county or region from the location of dispatch:

1. You hereby agree to collect the delivered package within 48 hours of notification, after which additional charges may apply.
2. AO Logistics will endeavour to take collection of and store your package in a safe environment. However, AO Logistics will not be responsible for the deterioration of goods while in its care. Therefore, collection should be made as soon as possible.
3. If for any reason you are unable to collect your package within 48 hours:
  - You are required to contact AO Logistics customer services through [support@AOLogisticsit.com](mailto:support@AOLogisticsit.com) or 07.....
  - AO Logistics will attempt to contact both the sender and recipient up to three times before a package is termed as unclaimed.
  - AO Logistics reserves the right to dispose of unclaimed packages from 30 days after delivery. Such disposal may, where permitted by law, include a resale of the items to enable AO Logistics recoup its costs on the same.

Where AO Logistics has suspended a delivery or is unable to complete a delivery (or any relevant part thereof) due to non-compliance of the restrictions or conditions under these Terms, AO Logistics may, at its own discretion, return the package to you and you agree that you shall bear all applicable charges attached to such return calculated in accordance with the AO Logistics prevailing commercial rates.

If you wish to lodge and claim for a lost or damaged shipment, you must report to the AO Logistics Customer Care Team in writing through [support@aologistics.com](mailto:support@aologistics.com) within 5 days from the date of actual or anticipated delivery, as relevant.

### **License Grant & Restrictions**

Subject to your compliance with these Terms, AO Logistics hereby grants you a non-exclusive, non-transferable, revocable right to (a) access and use its applications and related services (the "Applications") solely in connection with your use of the Services; and (b) access and use any content, information and related materials that may be made available through the Services solely for your personal, non-commercial use. All rights not expressly granted to you are reserved by AO Logistics and its licensors.

You hereby agree NOT to:

1. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services;
2. Remove any copyright, trademark or other proprietary notices from any portion of the Services;
3. Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by AO Logistics
4. Attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks;
5. Send or store material containing viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
6. Interfere with or disrupt the integrity or performance of the Services or the information or data contained therein; or
7. Create internet 'links' to, or 'frame' or 'mirror' the Services, or any portion of the Services;
8. Decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
9. Build a product or service using similar ideas, features, functions or graphics of the Services;
10. Copy any ideas, features, functions or graphics of the Services; or
11. Cause or launch any program or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services, or which may make multiple server requests per second, or unduly burden or hinder the operation, performance and/or functionality of the Services.

### **Representations and Warranties**

By using the Services, you expressly represent and warrant that you are legally permitted to enter into this Agreement. The Services are not available to children (persons under the age of 18). By using the Services, you represent and warrant that you are at least 18 years old.

By using the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the Terms. Your access and use of the Services 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 Services you agree to comply with all applicable laws of the Republic of Kenya. You agree to maintain accurate, complete and up-to-date information in your account. 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. AO Logistics is not liable if you do not have a compatible handset or if you have downloaded the wrong version of software for your handset. AO Logistics reserves the right to terminate this Agreement should you be accessing the Services with an incompatible or unauthorized device or Software.

By using the Services, you agree that:

1. You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes;
2. You will not use the Services to deliver, convey or transmit any chemical, waste, gas, medicine, drug, plant, animal, microorganism or any other substance that is likely to be injurious to human health or the environment ("Hazardous Goods") or unlawful materials;
3. Any packages tendered for delivery may be subjected to checks for restricted and/or illegal substances upon reasonable suspicion by the third party provider. Where the checks reveal any Hazardous Goods or other unlawful material the third party provider may decline delivery of the package and shall immediately notify AO Logistics;
4. You will not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
5. You will not use the Services to cause nuisance, annoyance or inconvenience;
6. You will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material including material that violates third party rights;
7. You will not impair the proper operation of the network;
8. You will not try to harm the third party providers or Services in any way whatsoever;
9. You will not copy, or distribute the Services or other content received as a result of access or use of the Services without written permission from AO Logistics;
10. You will only use the Software and Services for your own personal use and will not resell any portion of the Services to a third party;
11. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service; and
12. You will provide us with whatever proof of identity we may reasonably request.

## **Payment Terms**

The use of the Services may result in charges to you for the services or goods you receive ("Charges"). You understand that Charges may include other applicable fees, tolls, and/or surcharges. Charges are exclusive of taxes and levies, are due immediately and are non-refundable, unless otherwise determined by AO Logistics. 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 the Services either planned, accidental or intentional, or any reason whatsoever. AO Logistics reserves the right to determine the final Charges payable - Note that the pricing information published on the website is strictly indicative and may not reflect the prevailing pricing.

AO Logistics, at its sole discretion, may make promotional offers with different features and different rates to any of our customers or groups of our customers. These may result in different amounts charged for the same or similar services or goods obtained through the use of the Services. You agree that these promotional offers, unless made to you, shall have no bearing whatsoever on your contract, your use of the Services or the Charges applicable to you. AO Logistics may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any third party providers.

AO Logistics reserves the right to establish, remove and/or revise Charges in relation to the use of the Services, at any time and at AO Logistics' sole discretion. You understand that AO Logistics, in its sole discretion, may also vary Charges using any criteria including without limitation, geographical location, time period or quantum of demand. You also understand that such variance may result in different amounts charged for the same or similar services or goods obtained through the use of the Services. We encourage you to check our website periodically if you are interested in how we charge for the Services.

In some instances, Charges you incur will be owed directly to third party providers and AO Logistics will collect payment from you on behalf of such third parties as their limited payment collection agent. You understand that AO Logistics will be under no obligation to modify the relevant portion of the Charges for services or goods provided by such third party providers, unless a formal request for modification is received from the relevant third party provider.

You understand and agree that, while you are free to provide additional payment as a gratuity to any third party provider, you are under no obligation to do so. Gratuities are voluntary.

### **Intellectual Property Ownership**

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

### **Third Party Interactions**

The Services may be made available or accessed in connection with third party services and content (including advertising) that AO Logistics does not control. During use of the Services, you may, without limitation, enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors. You acknowledge that different terms of use, warranties, representations and privacy policies may apply to your use of such third party services and content and in no event shall AO Logistics be responsible or liable for any representations, products or services of such third party providers. You acknowledge that your access and use of the Services in connection with third party services may be subject to terms set forth in the applicable third party's terms and conditions. You acknowledge that the availability of the products, goods or services of third party providers on the Services is not an endorsement of the same by AO Logistics. You hereby further acknowledge that where third party providers of goods and/or services require your agreement to additional or separate terms and conditions prior to your use of or access to such goods or services, AO Logistics will have no responsibility nor liability arising from such agreements between you and the third party providers.

Any third party interactions, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. AO Logistics 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. AO Logistics does not endorse any sites on the Internet that are linked through the Services, and in no event shall AO Logistics or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers.

AO Logistics may rely on third party advertising and marketing supplied through the Services and other mechanisms to subsidize the Services. By agreeing to these Terms you agree to receive such advertising and marketing. If you do not want to receive such advertising, you should notify us in writing. AO Logistics reserves the right to charge you a higher fee for the Services should you choose not to receive such advertisements. This higher fee, if applicable, will be posted on AO Logistics' website located at <https://www.aologistics.com>. AO Logistics may compile and release information regarding you and your use of the Services 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 Services.

### **Indemnification**

You agree that you shall defend, indemnify and hold AO Logistics, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, demands, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any of these Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of delivery, logistics or courier services arranged via the Services; (c) your use or misuse of the Services or services or goods obtained through your use of the Services; or (d) AO Logistics' use of your data and user content in accordance with these Terms.

### **Disclaimer of Warranties**

THE SERVICES ARE 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 BY AO LOGISTICS. AO LOGISTICS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. AO LOGISTICS MAKES NO REPRESENTATIONS OR WARRANTIES THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES 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 SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (F) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AO LOGISTICS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS SUPPLIED BY THIRD PARTIES THROUGH THE USE OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU.

## Restricted Goods

Certain goods are prohibited, restricted or unsuitable, which means they cannot be sent by courier or can only be sent under strict terms and conditions. Prohibited goods are not covered for loss or damage regardless of whether extra insurance is purchased at the time of booking. Restricted and unsuitable goods have limited international shipping options and limited insurance cover.

### Guidance only

AO Logistics provides the list below for **guidance only**. This list exists to prevent transportation of dangerous or hazardous goods and to make sure you understand the Terms of insurance for restricted or unsuitable goods.

If you have any concerns about goods you want to ship, contact us before you make a booking and we will advise.

## PROHIBITED GOODS

### **Cannot be shipped by courier under any circumstances Not covered for loss or damage**

It is your responsibility to make sure the items you send are not prohibited. If prohibited goods are stopped at a sorting depot or at the point of attempted entry, the courier company is entitled to return the item to you, destroy it, or dispose of it and also charge back any reasonable associated costs incurred to do so; we will pass this cost onto you as the sender. Attempts to ship dangerous goods can also lead to prosecution by the authorities.

- Clinical and medical waste.
  - Corrosives eg. Battery acid and drain cleaner.
  - Counterfeit currency or illegal lottery tickets.
  - Dangerous goods/ Hazardous material
  - Dry ice.
  - Electronic cigarettes due to heating element.
  - Explosives like fireworks or war materials cannot be shipped under any circumstances and are not covered for loss or damage.
  - Flammable liquids and solids, including lighters and refills, safety matches, firelighters, nail varnish removers, and paint stripper.
  - Gases eg. Camping gas cylinders and fire extinguishers.
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- Human and animal remains (including ashes).
  - Illegal goods, including country-specific stipulations [check your destination].
  - Live animals, animal parts, skin or furs, and ivory or ivory products.
  - Magnetised materials with a field strength of 0.418A/metre or more.
  - Pornography, including print, film and digital format.
  - Oxidising materials or organic peroxides eg. Hair bleach.
  - Radioactive materials.
  - Tobacco, loose-leaf tobacco products, and pre-rolled cigarettes.
  - Toxic liquids, solids or gases, or infectious substances and pathogens eg. Pesticides, weed killers, and poisons.
  - Used engine oil or other environmental waste.
  - Waste, dirt, or refuse.

## **RESTRICTED GOODS**

### **International shipping restrictions**

**Goods may not be insured for loss or damage**

## **Alcohol**

### **Aerosols**

#### **Batteries — Lithium**

- *Lithium batteries cannot be shipped when not with or attached to an electronic device and lone batteries will not be covered for loss or damage.*
- *Lithium batteries can be shipped when they are inside or with an electronic device, providing there are not more than two lithium batteries in any one package. Batteries must be very well protected and poorly packed batteries will not be covered for damage, nor damage caused to other items. When shipping lithium batteries within the Terms of these restrictions, attach this warning label to the box: View and download label.*

#### **Batteries — Other**

- *Car batteries, damaged batteries, used batteries, or any other battery that could be classed as dangerous goods (eg. acid) cannot be shipped under any circumstances and are not covered for loss or damage.*
- *Other batteries, such as new alkaline metal, nickel metal hydride (NiMH), nickel cadmium (NiCd), and zinc-air batteries can be shipped, providing they are unopened and in their original packaging, then well packaged. Poorly packed goods will not be covered for damage.*

### **Christmas crackers**

### **Electronic goods and equipment**

#### **Please also read our insurance FAQs**

- *TVs, PCs and Laptops are not covered for damage and similar items will also be very difficult to claim for.*
- *Screens and digital displays are not covered for damage, only loss.*
- *Poorly packed goods will not be covered for damage.*
- *If your device contains a lithium battery, check our **Lithium Battery** listing above for information on shipping and the Terms of insurance.*
- *Making a claim against electronic goods or equipment that is found to be defective upon delivery is incredibly difficult. Strong evidence of damage to the external packaging, which may have resulted in damage to the components, is required and must be supported by clear photographic evidence. If damage in transit cannot be proven, a claim will not be settled.*
- *We recommend expensive items attractive to thieves are camouflaged to detract attention away from them.*
- *If devices contain sensitive or personal data check our Unsuitable Goods list below for:*

### **Liquids**



- Liquids are not covered for damage, nor damage caused to other items. Many courier networks list all liquids as prohibited and **we recommend they are not shipped by courier.**
- Flammable and toxic liquids cannot be shipped under any circumstances, check the Prohibited Goods list above.

### **Musical instruments**

- Musical instruments must be shipped inside a hard case or they will not be covered for damage.
- We recommend you add padding around the instrument when inside the case, so that it cannot move in transit.

### **Weapons**

- Weapons eg. Firearms (including imitations) and firearm parts, ammunition, swords and knives cannot be shipped under any circumstances and are not covered for loss or damage.

### **Works of art**

#### **UNSUITABLE GOODS**

**Cannot be shipped, or shipped at your own risk**

**Limited or no insurance cover**

### **Fragile goods**

- Fragile goods are unsuitable for shipment through a courier network and are not covered for damage, including ceramics, marble, china, stone, resin, etc.
- Glass, in part or in full, is not covered for damage.

### **Furniture and white goods**

- Flat-packed furniture that is boxed can be shipped.
- Unboxed furniture or other household goods should be moved using a removals service, not a courier, and will not be covered for loss and damage.
- Couriers cannot ship white goods: fridges, freezers, washing machines, ovens, dishwashers, etc. and they are not covered for loss or damage.

### **Goods of exceptional monetary value**

- Antiques, precious stones and gems, gold and silver, or other goods of an exceptional value cannot be covered for loss or damage if sent by courier. They are sent entirely at your own risk.

### **Goods of personal value**

- Unique items like keys, artwork and lottery tickets, or items of sentimental value should not be sent via a courier network. This includes personal effects like clothes and accessories. Such goods cannot be covered for loss and are sent entirely at your own risk.

### **Money**

- *Cash, credit cards and debit cards, personal cheques, travellers cheques and currency, should not be sent via a courier network. They cannot be covered for loss and are sent entirely at your own risk.*

### **Perishable goods**

- *Frozen or fresh food and drink, and pharmaceutical products like vaccines should not be sent via a courier network. Perishable goods cannot be covered for damage and are sent entirely at your own risk.*

### **Plants**

- *Plants, flowers, seeds, and real Christmas trees should not be sent via a courier network. Plants cannot be covered for damage and are sent entirely at your own risk.*

### **Unique documents**

- *Passports, birth and death certificates, financial documents, or other unique documents and certificates should not be sent via a courier network. They cannot be covered for loss and are sent entirely at your own risk.*

### **Internet Delays**

The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communication. AO Logistics is not responsible for any delays, delivery failures, or any other liability, costs or damage resulting from such problems.

### **Limitation of Liability**

AO LOGISTICS AND/OR ITS LICENSORS SHALL NOT BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOST REVENUE AND/OR PROFITS, LOSS OF USE OR OTHER ECONOMIC ADVANTAGE) RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE OF AO LOGISTICS, EVEN IF AO LOGISTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AO LOGISTICS 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 SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, 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 PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICES, EVEN IF AO LOGISTICS AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AO LOGISTICS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND AO LOGISTICS'S REASONABLE CONTROL. THE SERVICES MAY BE USED BY YOU TO CONNECT WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT AO LOGISTICS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY PRODUCTS, GOODS AND/OR SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

AO LOGISTICS WILL NOT BEAR NO RESPONSIBILITY NOR INCUR ANY LIABILITY TO ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE AO LOGISTICS FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDERS. AO LOGISTICS WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS. UNLESS OTHERWISE AGREED TO BY YOU AND AO LOGISTICS, AO LOGISTICS SHALL 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 SERVICES (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER THE LAWS OF THE REPUBLIC OF KENYA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE).

THE QUALITY OF THE LOGISTICS OR COURIER SERVICES SCHEDULED THROUGH THE USE OF THE SERVICES IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU, AND YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU USE THE SERVICES ENTIRELY AT YOUR OWN RISK.

EXCEPT AS EXPRESSLY STATED HEREIN, AO LOGISTICS WILL NOT BE LIABLE TO YOU FOR ANY CLAIMS ARISING OUT OF ANY LOGISTICS AND/OR COURIER SERVICES PROCURED THROUGH THE SERVICES. IN ANY CASE, AO LOGISTICS'S AGGREGATE LIABILITY SHALL IN NO EVENT 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 OF LIABILITY.

## **Insurance**

AO Logistics shall require that the third party providers offering courier and logistics services seeking registration on its platforms, obtain and maintain insurance coverage against loss or damage for goods delivered in connection with the Services.

## **Notice**

AO Logistics may give notice by means of a general notice on the Services, electronic mail to your email address in your account, telephone or text message to any phone number provided in connection with your account, or by a notification message displayed on your account page. Such notice shall be deemed to have been given upon publication on the Services or upon the expiration of 12 hours after sending (if sent by email or telephone). It shall be your responsibility to keep your contact information (including email address) current and you will be deemed to have received any notice issued based on the contact information in your account, whether or not you actually receive it. You may give notice to AO Logistics, with such notice deemed given when received by AO Logistics, at any time through the email address [support@aologistics.com](mailto:support@aologistics.com).

AO Logistics reserves the right to close or suspend your account without prior warning should you contravene any of these Terms or any future amendments and additions thereto.

## **Assignment**

You may not assign these Terms without the prior written approval of AO Logistics. AO Logistics may assign these Terms without your consent by AO Logistics to (a) a parent,

subsidiary or affiliate; (b) an acquirer of AO Logistics' equity, business or assets; or (c) a successor by merger. Any purported assignment in violation of this section shall be void.

## Data Privacy

AO Logistics' collection and use of personal information in connection with the Services is described in our Data Privacy Policy located at [https://www.AO Logisticsit.com/privacy](https://www.AOLogisticsit.com/privacy) the terms of which are incorporated into these Terms. Any data, including personal data, shared with AO Logistics will be used in accordance with this Data Privacy Policy.

By accessing or using the Services, you hereby freely, unequivocally and expressly authorize AO Logistics to receive, record, process, store and transfer your data, including personal data, in accordance with the law.

## Miscellaneous Provisions

**Responsibility.** If you authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement with AO Logistics and/or these Terms, you shall be deemed to have taken the action yourself.

**Severability.** If any portion of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from these Terms, and the rest of the Terms shall remain in full force and effect.

**Waivers.** Any failure by AO Logistics to enforce any right or provision of these Terms shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be acknowledged and agreed in writing.

**Successors and Assigns.** These Terms will be binding upon, and inure to the benefit of AO Logistics and any contracting parties and their respective successors and assigns.

**No Agency.** No partnership, contract of employment, agency, joint venture or franchise relationship shall be created between you, AO Logistics or any third party provider as a result of this Agreement or use of the Services.

**No Third Party Beneficiary.** You acknowledge and agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiary to any agreement entered into with AO Logistics.

**International Sale of Goods, Export and Import Control.** Services, content, and products derived or obtained from the Services may be subject to Kenya import or export laws, and/or the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, to: (a) obtain any export, re-export or import authorizations required by Kenya or your local laws; and (b) not provide services, content, or products from the Services to any prohibited countries and/or prohibited entities as identified in any Kenyan legislation.

**Choice of Law.** These Terms are governed by and construed in accordance with the laws of Kenya without giving effect to any conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Disposal of Uncollected Goods (Cap 38 of the Laws of Kenya) will not apply to these Terms and are hereby expressly excluded.