

Terms and Conditions

When ordering the Services (defined henceforth) you, as the “User” are agreeing, on your behalf and on behalf of the consignee of the shipment (“Consignee”) and anyone else with an interest in the shipment that these Terms and Conditions shall apply.

1. Definitions:

- a. **Company** shall mean and include Return Done LLC, its subsidiaries, group companies, sub-contractors, or agents which it may have or may engage at any point in time.
- b. **Platform** shall mean and include any existing or future website, mobile application or any similar form of a medium that enables exchange of information which consequently allows the user to subscribe to the Services offered by the Company.
- c. **Intellectual Property** means and includes information and content including but not limited to text, design, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software, source codes and the HTML used to generate the page(s) on the Platform.
- d. **Services** shall mean and include the website or websites, applications and tools employed, deployed, or used by the Company in conjunction to delivering the scope within these Terms and Conditions.
- e. **Subscription** shall mean and include a period of 30 days from the date of payment for the Services rendered by the Company.
- f. **User** shall mean and include any individual, group of individuals who access the Services provided by the company for self-use or for the benefit of any third

party. Without prejudice to the foregoing, the terms “you”, “your”, “consumer”, and “visitor” shall be used interchangeably to refer to the user of the Services.

- g. User Confidential Information** shall mean and include sensitive information pertaining to the User including but not limited to the user credentials, and account information.

2. Interpretation

- a.** In these Terms and Conditions, unless the context otherwise requires
 - i. The terms referred to in these Terms and Conditions shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
 - ii. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of these Terms and Conditions) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
 - iii. Any reference to a contract or other document as of a given date means the contract or other document as amended, supplemented, and modified from time to time through such date.
 - iv. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
 - v. Headings, subheadings, titles, subtitles to Clauses, sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Terms and Conditions or the annexure hereto and shall be ignored in construing the same.
 - vi. The terms “hereof” “herein” and “herewith” or similar expressions used in this Terms and Conditions mean and refer to this Terms and Conditions

and not to any particular clause of this Terms and Conditions.

- vii. Unless otherwise specified in a particular case, reference to days, months and years are to calendar days, calendar months and calendar years, respectively.
- viii. Any reference to “writing” shall include printing, typing, and other means of reproducing words in visible form as stipulated in this Terms and Conditions and shall include electronic mails.
- ix. The words “include” and “including” are to be construed without limitation unless the context otherwise requires or unless otherwise specified.

3. Deemed Acceptance

- a. Access to and use of any of the Platform(s) provided by the Company directly or indirectly by the User shall signify and mean deemed acceptance of these Terms and Conditions and any other policy or policies which may govern the business of the Company at the time of use. User’s continues use of the Platform or the Services provided by the Company shall accord consent to these Terms and Conditions.
- b. The User shall be notified with commercially reasonable timelines about any changes in these Terms and Conditions or any other policy or policies governing the business of the Company at the time of use. About Return Done and use of Return Done

4. Scope

- a. The Platform, its Services, and the Company operate as a combination of platform and physical courier service, catering exclusively to the User for the purpose of delivering the Services.

- b.** Registration and use of the Services by the User establish a direct contractual relation between the User and the Company, obligating each party to undertake their obligations to the best of their abilities in good faith.
- c.** The use of the Platform, and its Services by the User shall mean and denote the acknowledgement and acceptance of the inherent risks which may ordinarily or otherwise accompany the Services and the User further agrees and undertakes that usage or any form of interaction with the Platform and/or the Services are done at the User's sole risk and the Company under any circumstance till the extent provided under law cannot be held liable.

5. Pricing and Cancellation

- a.** The User will be charged a fixed amount per pickup.
- b.** The User agrees that they can cancel their pickup request up to 2 hours before the start of their chosen pickup time slot to receive full refund. The Company will evaluate any excruciating circumstances to provide a partial refund if the pickup request is not cancelled in time on a case-by-case basis.
- c.** By using the Services of the Company and its Platform, the User also agrees to the terms and conditions of its agents, and service providers including but not limited to its payment partners.

6. Obligations of the User

- a.** The User is obligated to ensure the confidentiality and safe keeping of the User's Confidential Information.
- b.** The User is obligated to ensure the correctness of the details while using the Services of the Platform offered by the Company. The User waives any and all rights it may otherwise have in the event any inaccuracy in the details filled by the User leads to the inability of the provision of the Services.

- c. The User is obligated to ensure compliance with all applicable laws and these Terms and Conditions while interacting with the Platform and its Services.
- d. The User is obligated to ensure to the accuracy and correctness of the User's Confidential Information, the Company shall not be liable for any failure to deliver its Services owing to inaccurate, or incomplete, or inconsistent, or inadequate User's Confidential Information.
- e. The User is responsible for any activity that occurs through the User's account. By allowing others to access the account (which includes access to information on viewing activity for the account) the User agrees that the individuals accessing the account on the User's behalf bind the User by any changes that they make to the account including but not limited to the changes to the subscription plan.
- f. User is obligated to inform the Company using the means available on the Platform in the event the User believes or is of the opinion that the User's Confidential Data is compromised. The Company, however, waives all responsibilities in the event of loss incurred to the User due to its own negligence.
- g. The User acknowledges and agrees that the use of the Platform and its Services shall be done in its personal capacity and under no circumstance shall the User make use of the Service provided by the Platform for its individual commercial gains.
- h. The User is obligated to be present physically at the pickup address they provided during their chosen pickup time slot.
- i. The User is obligated to ensure that the products they hand over to the Company are correct and in a returnable condition.
- j. The User agrees and confirms that User shall not use any robot, spider, scraper, deep link or similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy, or monitor the Platform, other than via software that sends queries to the Platform to index or rank a website for

search and location purposes, without the Company's express written consent, which may be withheld in their sole discretion.

- k.** The User shall not use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Platform, other than the search engines and search agents available through the Platform and other than generally available third-party web browsers.
- l.** The User shall not post or transmit any file which contains viruses, worms, trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Platform.
- m.** The User shall not attempt to decipher, decompile, or reverse-engineer any of the software comprising or in any way making up a part of the Platform.
- n.** The User agrees to provide correct and accurate email, postal and/or contact details to the Company and acknowledge that the Company may use these details to contact the User if necessary and provide to third parties (see Company Privacy Policy for more information on how Company uses personal information).
- o.** The User shall not attempt to interfere or interfere in any way with Company's network or related network security or attempt to use Company to gain unauthorized access to any other computer system.
- p.** The User shall not use the Platform to communicate, transmit, or post material that infringes on the intellectual property, privacy, or publicity right of another person or entity.
- q.** The User shall not use the Platform or the Services to engage in conduct that would constitute a civil or criminal offense, or that violates any applicable laws or regulations.
- r.** The User confirms and agrees that the User is at least 18 years old and is legally capable of entering into binding contracts.

7. Rights of the Company

- a.** The Company reserves the right to suspend and/or terminate temporarily or permanently any account created by the User in the event, the Company has reason to believe that the User is abusing or misusing the Platform or its Services at its sole discretion.
- b.** The Company further reserves the right without prejudice to any other form of remedy available to the Company to limit the access, delay or remove the content of the User to the Platform or its Services
- c.** The Company may cancel unconfirmed accounts or accounts that have been inactive for a long time.
- d.** The Company retains the right to modify or discontinue its Services.
- e.** The Company reserves the right to refuse or terminate its Services offered to anyone for any reason at its discretion.
- f.** The Company reserves the right to alter, amend, change, or remove temporarily or permanently any of its Services, Platform with or without prior notice to the User. To avoid confusion, it is clarified that the Company shall not be responsible under any circumstance for any losses that the User might suffer due to any alteration, amendment, change or removal temporary or permanent of any of its Services or the Platform.
- g.** The Company reserves the right to integrate or include links to any third-party websites, applications or modules that may be controlled and maintained by third-parties. Notwithstanding anything to the contrary stated herein, any third-party link appearing on the Platform does not equate to in any form whatsoever to an endorsement of such links.
- h.** The Company reserves the right to use third party advertisers to collect data and/or provide service. It is further clarified; the third-party advertisers may use

the information about the User's visits to the Platform in order to provide advertisements about goods and services of interest to the User.

7A. The User may visit <http://www.networkadvertising.org/choices/> or contact the Company to learn more about the practices as envisaged within clause 7(h).

8. Refusal

- a. The Company reserves the right to refuse the Services to the User in the event the Company deems in its personal capacity at its sole discretion for the Services to be unviable under any given circumstances.
- b. Refusal to process any order placed on the Platform shall not make the Company liable for any form of relief to the User, and the User explicitly waives any rights in the event of a refusal to process any order.

9. Returns and Refunds

- a. The Company shall make all reasonable commercial efforts to process orders received on the Platform, however, the foregoing does not preclude from the Company from refusing any order received on the Platform.
- b. Any and all applicable refunds that a User may be eligible for, are only estimates and may change with any and all applicable state laws and/or any other applicable fee which may be required to be paid by the Company.
- c. It is clarified that the Company shall not be liable for issuing any refunds to the User in the event the User fails to abide by any obligations as envisaged under clause 6 of these Terms and Conditions.

10. User Authorization

- a. The User's continued usage of the Services of the Platform provided by the Company signify a deemed acceptance and agreement of the User to receive autodialed or prerecorded calls and text messages from the Company at any

telephone number that the User may have provided or that the Company may have otherwise obtained.

- b.** The Company may place such calls and texts to
 - i. notify the User regarding their account;
 - ii. troubleshoot problems with the User's account;
 - iii. resolve a dispute;
 - iv. collect a debt;
 - v. poll the User's opinions through surveys or questionnaires;
 - vi. contact the User with offers and promotions; or
 - vii. as otherwise necessary to service the User's account or enforce these Terms and Conditions, or the User's policies, applicable law, or any other terms and conditions the Company may have with the User.
- c.** Notwithstanding anything to the contrary stated hereinabove standard telephone minute and text charges may apply

11. Intellectual Property

- a.** The Intellectual Property, brand name and any other form of materialistic or non-materialistic property representative of the Company is owned or licensed by the Company or otherwise used by the Company as permitted by law and protected by patent, trademark and/or copyright under United States and/or foreign laws.
- b.** In accessing the Services on the Platform provided by the Company, the User agrees that the access of the content will solely be for personal, non-commercial use.

- c. The User shall not download, copy, reproduce, transmit, store, sell or distribute any content displayed or otherwise utilized on the Platform without the prior written consent of the copyright holder. The foregoing shall, however, not preclude the User from downloading, copying and/or printing of pages of the Platform for personal, non-commercial home use.

12. Intellectual Property Infringement

- a. If the content on the Platform constitutes any infringement of copyright held by any third-party, please contact the Company at 3320 S Indiana Ave, Apt 2, Chicago, Illinois, 60616 or at (312) 934-5955, with the following information:
 - i. Evidence of authorization to act on behalf of the owner, who owns the copyrighted work;
 - ii. A description of the copyrighted work that is believed to have been infringed;
 - iii. A description of where the alleged infringing material is located on the Platform, including a link to where the alleged infringing material is located;
 - iv. Address, telephone number and email address of the complainant;
 - v. A statement by the complainant in good faith that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - vi. A statement by the complainant, made under penalty of perjury, that the above information in the complainant's notice is accurate and that you the complainant is the copyright owner or authorized to act on the owner's behalf; and
 - vii. The complainant's physical or electronic signature.

13. Warranty and Limitation of Liability

- a.** The Service is provided "as is" and without warranty or condition. In particular, our Service may not be uninterrupted or error-free. The User waives all special, indirect, and consequential damages against the Company. These terms will not limit any non-waivable warranties or mandatory consumer protection rights that apply to the User.

14. Indemnity

- a.** The User shall defend and hold harmless the Company, its employees, director, agents, contractors, and its affiliates from and against all liabilities, losses, damages, costs (including legal costs), expenses and claims arising out of breach by the User or by any of its representatives, agents, contractors or subcontractors of these Terms and Conditions.

15. Miscellaneous

- a.** Severance

- i.** In case any of these Terms and Conditions should be determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed, and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

- b.** Choice Of Law

- i.** All Company activity or use and these Terms and Conditions are governed by the laws of the United States of America and the applicable laws of the State of Illinois, without regard to conflict of law principles shall apply to the use of the Services.

- c.** Dispute Resolution

- i. In the event of any claim, controversy, or alleged dispute between you and the Company, its members, or affiliates (“dispute”), the User hereby agrees to attempt in good faith to amicably resolve any dispute at least thirty (30) days before instituting any legal proceeding.
- ii. Each party agrees to submit any dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association (“AAA”) to be held in Cook County, Illinois, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one (1) year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.
- iii. In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burden (e.g., confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all disputes will be limited between you, individually, and the Company. To the full extent allowable by law, you agree that no arbitration proceeding, or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

- iv. Notwithstanding the foregoing, the User agrees that the following matters shall not, at the election of Company, be subject to binding arbitration: (1) any disputes related to or arising from allegations of criminal activity; (2) any disputes concerning Return Done's intellectual property rights; and (3) any claim for injunctive relief. Any dispute not subject to arbitration shall be decided by the state or federal court located within Cook County, Illinois, United States of America. Each party hereby waives any claim that such a venue is improper or inconvenient. YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

D. Class Action Waiver

- i. You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

E. Waiver And Severability

- i. Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term, or provision of these Terms and Conditions.

f. Changes

- i. Company may, from time to time, change these Terms and Conditions. The Company shall make commercially reasonable endeavor to notify the User at least thirty (30) days prior to such changes.

g. Assignment

- i. The Company may assign or transfer its rights and obligations with the User including the associated rights and obligations at any time and the User agrees to cooperate with the Company in connection with such an assignment or transfer.

h. Notice to California Residents

- i. Notice to California Residents. Under California Civil Code Section 1798.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the services provided on the Return Done platforms, please contact us at (312) 934-5955. You may also contact us by writing to Return Done LLC 3320 S Indiana Ave, Apt 2, Chicago, IL 60616.