

Terms and conditions for same-day delivery

We understand that it is tempting to skip these terms, however, you need to understand how our business works, what you can expect from us, and what we expect from you.

Average Tech Guy ("ATG") does not provide transportation and/or logistics services. The purpose of same-day delivery is merely to connect you with a third-party courier from MXHL Limited ("Uparcel"). Our role is solely mechanical and administrative in nature, and we do not owe to you a duty of care or any fiduciary duties.

1: Same day delivery service is NOT provided by ATG, and is outsourced to Uparcel.

ATG is not a party to, or an affiliate of, Uparcel. By requesting for same-day delivery, you agree that you have read, understood and irrevocably agreed to Uparcel's Terms of Service.

2: ATG is not responsible for any damage (including, but not limited to, spillage of water due to rain or other phenomena, corrosion, dent or scratch) or omission incurred by the courier. You will have to contact Uparcel directly for compensation.

3: By using the service, you represent and undertake that:

(A) You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old,

(B) All the information, including, but not limited to, names, addresses, contact information, and unit numbers are true and accurate,

(C) You will not authorize others to use your identity;

(D) You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

(E) You agree that the Service is provided on a reasonable effort basis;

(F) You agree that the acceptance (or lack thereof) of any delivery is out of ATG's control, and is wholly dependent on the third party courier;

(G) Same-day delivery is not only available on weekends and Public Holidays.

4: Disclaimer of warranties

ATG makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service, Software, Application or Platform.

ATG does not represent or warrant that (a) the use of the Service, will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you will meet your requirements or expectations. The Service are provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or

non-infringement of third party rights, are hereby excluded to the extent permissible by law.

5: Internet delays

THE SERVICE, PLATFORM, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

6: We are not liable for any lost profits, business opportunities, loss (including monetary or injury) due to the late delivery, non-delivery or otherwise of the item.

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