

noon Ping – Customer Terms of Use

1. INTRODUCTION

- 1.1. **These Customer Terms of Use (“Terms”) govern your access or use of the digital on-demand logistics marketplace platform (“Application”) and any related content or services (collectively, the “Services”). The owner and operator of the Application is Noon Food LLC, a limited liability company registered in the United Arab Emirates (“UAE”) (“noon”, “we”, “our” or “us”).**
- 1.2. You can find all of our policies and additional terms on the Application (“**Legal Documents**”). These Legal Documents are incorporated by reference into these Terms of Use.
- 1.3. By accessing, registering and/or continuing to use or access our Services, you are agreeing to be bound by these Terms and the Legal Documents with immediate effect. These Terms and the Legal Documents are subject to change by us at any time. Your continued use of the Application following any such change constitutes your agreement to these Terms and Legal Documents as so modified.
- 1.4. References in these Terms to “**you**” (or similar) or “**User**” are references to you as an individual who accesses or uses the Application.

2. ABOUT OUR APPLICATION

- 2.1. The Application enables Users to request and schedule the pickup and delivery of packages or orders (“**Package(s)**”) by road from one designated address to another within supported service areas through delivery riders (“**Services**”).
- 2.2. noon is intended solely for the transportation of eligible Packages and does not support the transport of people, animals, prohibited or restricted items.
- 2.3. noon is not a retail store or merchandise delivery Application. noon Ping is not liable or responsible for User’s non-compliance with applicable federal, state, or local laws, rules, regulations or standards pertaining to the Packages scheduled for pickup and delivery.
- 2.4. We reserve the right to introduce new Services and update or withdraw any of the Services, in our sole discretion, and we will not be liable to you for exercising this discretion.

3. ELIGIBILITY AND REGISTRATION REQUIREMENTS

- 3.1. You are eligible to register as a customer (User) and benefit from the Services if you meet the following eligibility criteria:
 - a) you are above the legal age for purchasing products in your country of residence and capable of entering into a legally binding contract; and
 - b) you are able to provide an address in the UAE for delivery of products.
- 3.2. If you are not over the age of 18 and/or are not able to form a legally binding contract by law, you are not entitled to use, and must immediately discontinue your use of, Application.

- 3.3. noon reserves the right to request age verification documentation at any time. User accounts found to be registered by or for minors will be immediately suspended. noon is not liable for losses arising from fraudulent age representations by the User.
- 3.4. In order to register to the Application, you will need to provide us with certain information. Your registration to the Application may not be accepted if you do not provide us with the required information. We reserve the right to decline any registration without further explanation. We reserve the right to undertake such checks as are necessary to verify your identity.
- 3.5. You agree to ensure that all information that you submit to us is accurate and correct at the time you provide it and you shall maintain accurate, complete, and up-to-date User account information. noon reserves the right to suspend or terminate your right to use the User account if the information provided to noon for registration is inaccurate, misleading, or fraudulent.
- 3.6. Once you have successfully completed registration, your registration shall continue for an indefinite period, subject to suspension or termination in accordance with clause 6 of these Terms.
- 3.7. You agree to maintain the security and secrecy of your User account username and password at all times. You may not authorize third parties to use your account, and you are not entitled to assign or otherwise transfer your account to any other person or entity. You agree and understand that you are responsible for all activity that occurs under your account.
- 3.8. noon reserves the right (in its sole discretion) to suspend or void any transaction, where we suspect that the transaction is related to fraudulent, unlawful, illegal, suspicious or criminal activity or that you are otherwise in violation of the Terms.
- 3.9. noon reserves the right to suspend or delete your Account, and to terminate your right to access and use the Application, without liability at any time, for any reason, with or without notice.
- 3.10. Should you suspect that any third party may be using your account, or you suspect any other breach of security, you must notify us immediately.

4. YOUR OBLIGATIONS

- 4.1. When using or accessing the Services, you agree that you:
- a) are responsible for maintaining the confidentiality of, and restricting access to and use of your account and password, and accept responsibility for all activities that occur under your account and password;
 - b) agree to immediately notify us of any unauthorised use of your password or account or any other breach of security;
 - c) will provide true, accurate, current and complete information about yourself and your use of the Services as required by us;
 - d) will cooperate with our requests for additional information with respect to your eligibility and usage of our Services;

- e) shall use all reasonable endeavours to ensure that the recipient of the Package or its appointed agent accepts delivery in accordance with the delivery instructions provided;
- f) are well aware of the contents of the Package sent or requested by you before initiating a delivery Service request on the Application, and that such contents are legal, comply with the Terms and are within limits of transportation under any applicable law;
- g) must prepare and secure close and seal the Package(s) fit for transport and safe delivery; and
- h) shall be responsible for preparing and packaging the Package(s) in a form suitable for collection, transportation and delivery by noon.

4.2. When using or accessing the Services, you agree that you will not:

- a) post, list or upload content or items in inappropriate or prohibited categories or areas on our Application, including:
 - i. content or items that may be considered culturally or religiously offensive in any way;
 - ii. content or items which may not be considered to be in compliance with general local law, Islamic law, rules, morals, values, ethics and traditions;
 - iii. content or items that may threaten national security;
 - iv. content or items which may constitute or be considered to promote gambling;
 - v. securities, including shares, bonds, debentures, or any other financial instruments or assets of any description;
 - vi. weapons of any description;
 - vii. liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description and medicines;
 - viii. items that to your knowledge are defective, fake, damaged, false or misleading or that may through normal use harm another Application user's interest or health;
 - ix. non-transferable vouchers; and
 - x. chemicals.
- b) post items you do not have a right to link to or include;
- c) breach or circumvent any laws, third party rights or our systems, policies or determinations of your account status;
- d) use our Services if you no longer fulfil the eligibility criteria or are not able to form legally binding contracts, or are temporarily or indefinitely suspended from using our Services;
- e) fail to pay for Services availed by you, unless you have a valid reason as set out in any of our policies;
- f) take any action that may undermine the Application's feedback and ratings systems;
- g) post false, inaccurate, misleading, deceptive, defamatory or similar content;
- h) transfer your account to another party without our prior written consent;

- i) distribute or post spam, unsolicited or bulk electronic communications or similar;
- j) distribute viruses or any other technologies that may harm our Services or the interests or property of other users;
- k) infringe:
 - i. the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to us; or
 - ii. any Intellectual Property Rights that belong to third parties;
- l) harvest or otherwise collect information about Users without their consent; or
- m) circumvent any technical measures we use to provide the Services.
- n) access the Application or use the Service to send any prohibited items ("**Prohibited Items**"). Prohibited Items include, but are not limited to:
 - i. Stolen goods
 - ii. Unlawful or illegal items;
 - iii. Weapons, firearms, ammunition, explosives and their parts;
 - iv. Narcotics, recreational drugs, drug paraphernalia, alcohol, and tobacco products;
 - v. Currency, negotiable instruments, credit/debit cards;
 - vi. currency (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, passports, credit/debit/ATM cards, lottery tickets, gambling devices, work of arts, antiques;
 - vii. Hazardous, flammable, toxic, or radioactive materials;
 - viii. Livestock, regulated species (e.g., noxious weeds, prohibited seeds), human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens or animal parts, bloods, or fluids;
 - ix. Sexual aids, Pornographic or obscene material;
 - x. Any items for which you do not have permission to send.

The above list of Prohibited Items is not exhaustive. Noon retains the discretion to prohibit additional items that are not on the above list. If prohibited items are discovered in the Package(s), noon may report the matter to law enforcement authorities.

5. PACKAGE RESTRICTIONS

- 5.1. noon imposes restrictions on the weight and dimension of Package(s) that can be transported by each mode of transport.
- 5.2. The size and weight of the Package(s) must not exceed:
 - a) Maximum weight per order: 10 Kgs
 - b) Maximum dimensions: 45cm x 45cm x 45 cm
- 5.3. Packages exceeding these limits may be refused or cancelled by noon.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Except for the rights expressly granted under these Terms:
- a) all content included on the Application, including but not limited to text, graphics, logos, images, audio clips, digital downloads and software is our property or the property of our licensors. We (or our licensors, as the case may be) retain all right, title and interest in and to the Application and the Services, including, without limitation, all Intellectual Property Rights therein; and
 - b) all rights, title and interest in and to any information, materials or other content that you provide in connection with your use of the Services, including all Intellectual Property Rights therein, will become our property.

6.2. You agree that you have no right to use any of our trademarks without our prior written consent.

6.3. All rights not expressly granted to you in these Terms are reserved and retained by us or our licensors.

7. FEES AND PAYMENT TERMS

7.1. In relation to Package(s) that you send through the Application, you agree to pay a delivery fee by noon for the delivery Services you request through the use of the Application ("**Delivery Fee**").

7.2. The Delivery Fee displayed on the Application is a recommended delivery fee, which is based on various factors including time & distance. noon may charge you a different Delivery Fee than the recommended amount at its sole discretion. All Delivery Fees charged to Users will be inclusive of applicable taxes where required by law, including any VAT or sales tax.

7.3. noon may change, or add, fees for use of our Application at any time as we deem necessary or appropriate for our business, and we may incorporate certain fees into the Delivery Fees. You will have an opportunity to review and accept an estimate of the fees and other pricing that you will be charged, as applicable. The final fees may differ from the estimate. In all cases, you acknowledge and accept that a fee will be charged and you agree to pay said fee.

7.4. noon will charge the payment method you specify at the time of purchase or as otherwise specified by you in your account information. We may also place a pre-authorization hold on your payment method, as described in Section 8.2.

7.5. Unless expressly stated otherwise in these Terms, charges paid by you are final and non-refundable, and will be quoted in the local currency of the location where the order is being delivered or picked up. noon has no obligation to provide refunds or credits. However, noon, in its sole discretion, may provide consumers with refunds, courtesy delivery or delivery credits, or make promotional offers with different features and different rates to any consumers, which are subject to these Terms.

8. PAYMENT AUTHORIZATION

8.1. By placing an order, you authorise us or our third-party payment processor to process your credit/debit card details for the amount of your Package. We accept payment by, a) credit/debit card; b) via your noon wallet; or if available, c) cash on delivery (CoD) (an amount not exceeding AED 2,500).

8.2. In the event of a cash payment shortfall or dispute, noon's records shall be deemed conclusive absent manifest error. The User shall be responsible for any cash shortfall on CoD transactions. noon reserves the right to suspend CoD for accounts with a history of payment issues

8.3. In order to authorise credit/debit card payments, we may be required to create an account for you with our third-party payment processors, including accepting their standard terms and conditions and submitting your details to them on your behalf. You hereby authorise us to do so and we shall not be liable to you for any damage or loss you may incur as a result. We may remove or add cards or other payment methods that we accept at any time without prior notice to you.

9. DELINQUENT ACCOUNTS

If payment due on your account is delinquent, we reserve the right to suspend or terminate your access to the Application; your account information may be sent to a collection agency/debt collector and you may be subject to a collection action, and payment of collection related fees and costs.

10. PICK-UP, DELIVERY, CANCELLED AND FAILED DELIVERIES

10.1. You must ensure availability at the pickup location at the scheduled time.

10.2. The recipient must be available at the drop location to receive the Package.

10.3. The Service can be availed only up to distance of 50 Kms from the pickup location from which the delivery Service is requested. This limit of distance is subject to change at noon's sole discretion.

10.4. You shall be responsible for providing accurate details, including the address for pick-up and delivery, the contact number of the sender and recipient and any other details necessary to fulfil the Service request (the "**Delivery Information**") and acknowledges that noon shall not be liable for any failed delivery or loss of monies due to incomplete, inaccurate or wrong information provided by you. In such event, noon shall remain entitled to the Delivery Fee.

10.5. We reserve the right to charge you the full order amount, including any fees, if you are not at the designated delivery location when the delivery partner arrives to complete the delivery of the Package or if you fail to hand over the pick-up Package to the delivery rider.

10.6. If you cancel pickup or delivery of your Package, you may be charged depending on what stage the Package was in when you cancelled. You will be notified of any applicable charges before you complete your cancellation.

10.7. The applicable charges shall depend on the distance, time, demand and other operational factors.

10.8. Cancellation fees may apply if the Package is cancelled after confirmation by the delivery rider.

10.9. If delivery of any Package cannot be completed due to incorrect Delivery Information, unavailability, refusal, or other issues attributable to the User availing the Service, additional charges may apply and the Package may be returned, held, or disposed of as permitted by law

and operational feasibility. In the event the User requests for such Package(s) to be returned to them, the costs incurred by noon in this regard shall be borne fully by the User.

- 10.10. noon shall not be responsible for delays caused by incorrect Delivery Information, recipient unavailability, or circumstances beyond our reasonable control.
- 10.11. Any pickup or delivery time shown in the Application is an estimate only. noon does not guarantee delivery within a specific timeframe and shall not be liable for delays caused by traffic, weather, operational constraints, or force majeure event.
- 10.12. Customer or User shall not hold noon responsible for any acts or omissions, including but not limited to refusal or failure to accept the Package due to any reasons attributable to the recipient.
- 10.13. At our sole discretion, we may refuse to pick up or deliver the Package(s) or cancel the delivery after acceptance for any reason.

11. WARRANTIES, REPRESENTATIONS & UNDERTAKINGS

11.1. You warrant, represent and undertake that:

- a) you shall fully comply and will at all times continue to fully comply with all applicable laws, statutes and regulations, including, without limitation, all privacy laws and content regulation;
- b) you have full power and authority to enter into these Terms and the execution and performance of your obligations under these Terms does not conflict with:
 - i. any laws, rules, regulations or governmental guidelines to which you are subject to; or
 - ii. any other agreements to which you are a party to or to which you are otherwise bound by;
- c) if you create or use an account on behalf of a business entity, you represent that you are authorised to act on behalf of such business and bind the business to these Terms. Such account is deemed to be owned and controlled by the business entity;
- d) you own or have the authority to grant the rights and licences granted to us by you under these Terms; and
- e) any content you submit as part of your use of the Services and any Packages delivered hereunder do not violate the rights of any third party anywhere in the world including, without limitation, any Intellectual Property Rights (whether registered or not).

11.2. All Packages accepted by noon are transported on a said-to-contain basis. noon shall have the right, but shall be under no obligation, to verify the contents of any Package. The User represents and warrants that the description of the Package contents provided to noon accurately reflects the actual contents and that such contents comply with all applicable laws and these Terms. In the event of mis-declaration, the User shall be fully liable for any loss, damage, fines, penalties, or regulatory action arising therefrom, and noon's liability shall be entirely excluded.

11.3. In the event of mis-declaration of Package contents, including where goods are already damaged, illegal, or cause damage to other packages while in transit, the User shall be liable for: (a) all losses, damages, fines, penalties and legal costs incurred by noon or any third party; (b) all logistics-related costs and charges; and (c) any consequential or third-party damages. noon shall have no liability whatsoever in respect of mis-declared goods, and any claim by the User arising from mis-declared goods shall be void.

12. RISK, LIABILITY AND INSURANCE

12.1. You acknowledge that sending Packages involves inherent risks, including loss, damage, or delay.

12.2. The User or customer is liable for obtaining their own insurance in relation to the Services provided including but not limited to the Packages delivered on your behalf.

12.3. We may provide the required insurances to ensure the security of shipping the Packages against damage or theft, only if agreed with the customer.

12.4. noon shall not be liable for any delay, damage, loss, wrong delivery or lack of delivery if happens for any reason beyond its control or not due to its own negligence, or because of Force Majeure, including but not limited to electrical, magnetic damage, erasure of, electronic or photographic images, data or recordings, or any defect related to the nature of the Package.

12.5. noon does not provide specialist handling for fragile, antique, perishable, or high-value items. Users who choose to send such items do so entirely at their own risk. noon's liability for fragile or high-value items shall be excluded in full, regardless of whether such items were declared at the time of booking. Users are strongly encouraged to use specialist couriers for fragile or high-value goods.

12.6. noon shall not be liable for:

- a) delays due to traffic, weather, force majeure, or inaccurate Delivery Information;
- b) loss/damage arising from improper packaging;
- c) loss/damage to the contents of the Package(s) that is a Prohibited Item;
- d) any damage to delicate or fragile goods transported during the Services; and
- e) loss/damage to the contents of the Package(s) which do not adhere to the Package Restrictions mentioned in Clause 5 of these Terms.

13. LIMITATION OF LIABILITY & INDEMNITIES

13.1. Nothing in these Terms shall limit or exclude a party's liability:

- a) for fraud, including fraudulent misrepresentation, perpetrated by that party;
- b) for death or personal injury caused by the negligence of that party; or
- c) for any other liability that cannot be limited or excluded under applicable law.

13.2. Subject to clause 13.1, in no event will we, our parent company, subsidiaries and affiliates, and our, and their directors, officers, agents, employees, suppliers, subcontractors or licensors be liable, whether based on an action or claim in contract, tort, negligence, breach of statutory duty or

otherwise arising out of or in relation to these Terms for loss of profits, loss of data or information, business interruption or other pecuniary loss or for any special, indirect, incidental or consequential damages, even if we, our affiliates, directors, officers, agents, employees, licensors, subcontractors or suppliers have been advised of the possibility of such damages.

13.3. In addition, to the extent permitted by applicable law, we (including our parent company, subsidiaries and affiliates and our, and their directors, officers, agents, employees, suppliers, subcontractors or licensors) are not liable, and you agree not to hold us responsible, for any damages or losses resulting directly or indirectly from:

- a) the content or other information you provide when using the Services;
- b) your use of or your inability to use our Services;
- c) pricing, shipping, format or other guidance provided by us;
- d) delays or disruptions in our Services;
- e) viruses or other malicious software obtained by accessing or linking to our Services;
- f) bugs, errors or inaccuracies of any kind in our Services;
- g) damage to your hardware device from the use of products sold on the Application or our Services;
- h) the content, actions or inactions of third parties using our Services;
- i) a suspension or other action taken by us with respect to your use of the Services; or
- j) the duration or manner in which your listings appear in search results.

13.4. Subject to clause 13.1, if clauses 13.2 or 13.3 are held to be unenforceable or inapplicable for any reason, then the total liability applicable to us, our parent company, subsidiaries and affiliates and our, and their directors, officers, agents, employee, suppliers, subcontractors or licensors, to you, whether based on an action or claim in contract, negligence or breach of statutory duty or otherwise, arising out of or in relation to these Terms shall be limited to the lower of:

- a) the amount of Delivery Fees in dispute not to exceed the total fees that you paid to us in the twelve (12) months prior to the action giving rise to the liability; or
- b) AED 500.

13.5. You agree to indemnify and hold us, our parent company, subsidiaries and affiliates and our, and their directors, officers, agents, employee, suppliers, subcontractors or licensors harmless from and against any losses, damages and expenses (including legal fees and attorney's fees) ("**Claims**") arising out of or relating to:

- a) any claims or demands made by any third party due to or arising out of your use of the Services;
- b) any regulatory fines, penalties or enforcement actions brought by UAE authorities in connection with the contents of Packages you have sent;
- c) any damage caused to the delivery vehicle, rider, or third parties arising from the nature or packaging of the Package; and

- d) any claims arising from late, failed, or incorrect delivery where such failure is attributable to inaccurate Delivery Information provided by you;
- e) your violation of any of the provisions of these Terms, including, without limitation, any of the warranties, representations and undertakings;
- f) your violation of any applicable laws, including, without limitation, data protection or anti-spam laws; or
- g) the manner in which you use our Services, including, without limitation, that the content you post, the items you list or your trademarks infringe the Intellectual Property Rights of any third party or that the content of your listings is slanderous, defamatory, obscene or violates any other rights (including privacy rights) of any third party (including other Application users).

14. DISCLAIMER

14.1. The Application and the Services are provided to you on “as-is basis” and “as available”. As a user of the Services, your use of the Application and the Services are at your own risk. To the fullest extent permissible by law, noon and its noon’s Affiliates disclaim:

- a) any representations, or warranties, obligation, liability, right, claim, or remedy arising out of or in relation to the Agreement, the Application, and/or the Services, including any express or implied warranties of merchantability, fitness for a particular purpose, or non-infringement; and
- b) implied warranties arising out of course of dealing, course of performance, or usage of trade.

14.2. noon does not warrant that the functions contained on the Application and the Services will meet your requirements or be available, timely, secure, uninterrupted, or free of any bugs, errors, inaccuracies, viruses or other malware. noon will not be liable for any service interruptions, including system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.

14.3. As noon does not have control over the contents of the Package(s) and does not own title of the Packages at any time, if any dispute arises out of or in relation to a contents of the Package(s), you agree to release noon (and noon’s Affiliates, directors, third parties, delivery riders, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

15. SUSPENSION, TERMINATION & CANCELLATION

Without prejudice to any of our rights and remedies and without any liability to you, we may limit, suspend or withdraw any User’s access to the Services, cancel any deliveries and/or remove hosted content submitted by you at our sole discretion. For the avoidance of doubt, any amounts paid and received by us in relation to such cancelled deliveries will be refunded.

16. REPORTING VIOLATIONS OF THESE TERMS OF USE

We are committed to ensuring that the Packages delivered and content on our Application comply with these Terms. If you believe that a delivered Package or content breaches these Terms, please notify us on the details in clause 18.13 of these Terms and we will investigate.

17. AFFILIATES & ADDITIONAL FUNCTIONS

17.1. **Noon Ecommerce Owned by Noon AD Holdings One Person Company LLC** and/or its affiliates ("**noon's Affiliates**") provide Application features and other products and services to you when you use or sign-up as a User on the Application. "**Affiliate**" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

17.2. To enhance your experience across the Application and with noon's Affiliates, you hereby agree that we may set-up additional services, functions and/or accounts on your behalf, by using the information you provide to us on the Application.

18. GENERAL

18.1. **Governing Law.** These Terms and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai.

18.2. **Dispute Resolution.** If you have an issue with our Services, please contact us. We will endeavour to resolve your issue as soon as possible. Any disputes or Claims arising out of or in connection with these Terms, including any non-contractual rights or obligations arising out of or in connection with these Terms shall be finally resolved by arbitration by one arbitrator, to be appointed by the Dubai International Arbitration Centre in accordance with the DIAC Arbitration Rules in force on the date of the submission of the request for appointment, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai. The language to be used in the arbitration shall be English.

18.3. **Third Party Rights.** A person who is not a party to these Terms has no right to enforce any of its terms.

18.4. **Delivery Riders.** Delivery riders may be independent contractors and not employees, agents, or representatives of noon. noon shall not be liable, vicariously or otherwise, for any act or omission of a rider that falls outside the scope of the delivery Services, including but not limited to rider conduct, accidents, or third-party interactions.

18.5. **Relationship of the Parties.** Nothing contained in these Terms will be deemed or construed by the parties or any third party to create the relationship of partnership, joint venture or agency between the parties, it being understood that the parties will at all times remain independent parties contracting for Services.

18.6. **Further Assurances.** The parties will do and execute or arrange for the doing and executing of each necessary act, document and thing reasonably within its power to implement and give effect to these Terms to its full extent, including, without limitation, assisting each other in complying with applicable law.

- 18.7.**Assignment.** These Terms will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. You agree that you will not assign or transfer these Terms or any of your rights or obligations under these Terms, whether directly or indirectly, without first obtaining our prior written consent, such consent not to be unreasonably withheld.
- 18.8.**Entire Agreement.** These Terms and the documents referred to or incorporated herein by reference contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations and representations, written or oral, relating to its subject matter. Except as provided in these Terms and the documents referred to or incorporated into these Terms by reference, there are no conditions, representations, warranties, undertakings or agreements between the parties whether direct, indirect, collateral, express or implied.
- 18.9.**Amendment.** These Terms cannot be modified, varied, amended or supplemented in any way by you. We reserve the right to modify, vary, amend or supplement these Terms at any time and from time to time. We will post the current version of these Terms on the Application and each such change will be effective upon posting on the Application or upon the date designated by us as the "effective date" (if any). Your continued use of the Services following any such change constitutes your agreement to be bound by and its acceptance of these Terms as so modified.
- 18.10. **Severability.** If any provision of these Terms is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from these Terms and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.
- 18.11. **Force Majeure.** Neither party will be liable for any loss or damage or for any delay or failure in performance due to acts beyond the control of such party whether or not such acts could reasonably be anticipated (including acts of God, legislative, judicial or regulatory acts of any provincial or the federal government, court or regulatory authority, acts of any of our subcontractors or any third party providers of goods or Services to us, labour disruptions, blackouts, embargoes).
- 18.12. **No Waiver.** Any waiver by us of any of the provisions of these Terms will not constitute a waiver of any other provision (whether similar or not), nor will any such waiver constitute a continuing waiver of that particular provision, unless expressly provided by us in writing.
- 18.13. **Communications.** You may contact us through chat by going to the "Help" section from "Orders". Our team is available for support throughout the day. Any claims for loss or damage to Packages must be submitted to noon within forty-eight (48) hours of the scheduled delivery date via the Application. Claims submitted after this period will not be entertained, except where the User demonstrates reasonable justification for delay.
- 18.14. **Survival.** All provisions that either expressly or by their nature survive, will survive suspension or termination of your membership of the Application.