



THIS FOLLOWING USER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS ON WHICH KANGA DELIVERY, INC. OFFERS YOU ACCESS TO THE KANGA PLATFORM

Welcome to the user agreement (the "Agreement" or "User Agreement" or "Terms of Service") for Kanga Delivery, Inc (the "Kanga Platform"), an application owned and operated by Kanga Delivery, Inc., whose principal office is located at 75 5th Street, Atlanta, GA 30308.

These Terms and Conditions ("T&C") set forth the terms and conditions Kanga Delivery, Inc., a Georgia corporation ("Kanga" or "Kanga Delivery, Inc.") requires you to abide by if you want to use or receive any services supplied by Kanga (collectively, "Services"), or download, install or use any associated application which purpose is to enable you to use the Services (collectively, "Applications"). The terms and conditions stated or referenced herein constitute a legal agreement between you and Kanga Delivery, Inc. By using or receiving any Services, or downloading, installing or using any Applications, you hereby expressly acknowledge and agree to be bound by the terms and conditions contained herein, and any future amendments and additions to these T&C as published from time to time at <http://www.getKanga.com> or through our Services. Upon such using or receiving our Services or Applications you become a "User" of Kanga's Services and Applications, whether as a "Driver" or a "Sender", as further described to as such herein.

In addition to the T&C set forth herein, both Drivers and Senders are subject to and must abide by the *Kanga Drivers Agreement* found below and the *Kanga Senders Agreement* also found below. The Drivers and Senders Agreements are incorporated into these T&C and made a part hereof by this reference.

Kanga Delivery, Inc. reserves the right to modify the terms and conditions of these T&C or any of its policies relating to our Services or Applications at any time, effective upon posting of an updated version of the T&C on our website Kanga.com, the Services or Applications. You are responsible for regularly reviewing these places for any updates to the T&C. Continued use of our Services or Applications after any updates shall constitute your consent to such all changes to the T&C contained in such update.

KANGA DELIVERY, INC. DOES NOT PROVIDE TRANSPORTATION SERVICES, WE ARE NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD PARTY DRIVER OR VEHICLE OPERATOR TO OFFER AND PROVIDE THE PICK-UP, CARRY AND DELIVERY SERVICES, WHICH MAY BE SCHEDULED THROUGH USE OF OUR APPLICATIONS OR SERVICES. KANGA DELIVERY, INC. OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THE PICK-UP, CARRY AND DELIVERY SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY PICK-UP, CARRY AND DELIVERY SERVICES PROVIDED TO YOU THROUGH OUR APPLICATIONS OR SERVICES.

#### **Our Services Unite Drivers and Senders**

Our Applications and Services make possible a connection between those individuals and/or businesses that want to contract with someone to pick-up, carry and/or deliver personal property and goods ("Senders") and those individuals and/or businesses seeking to perform the pick-up, carrying and delivery services requested by a Sender ("Drivers"). We refer to the services provided by a Driver as a "Delivery", and the personal property and goods being picked-up, carried and/or delivered as "Packages". Drivers and Senders together are referred to as "Users".

#### **Driver and Sender Screening**

KANGA DELIVERY, INC. DOES NOT CONDUCT SCREENING OR BACKGROUND CHECKS OF ANY USER FOR THE PURPOSES OF ALLOWING THEM TO USE OUR APPLICATIONS OR SERVICES. ALL INTERACTIONS BETWEEN USERS ARE AT THE USER'S RISK.

Kanga Delivery, Inc. does not conduct any background checks or screening processes either before a User can register for our Services or during use of our Services. We do not investigate or verify any User's reputation, conduct, morality, criminal background, or any information Users may submit to us.

Notwithstanding the above, Kanga Delivery, Inc. reserves the right to begin conducting such checks and screening of Users at any time as it deems appropriate in its sole discretion, including but not limited to verification of identities, criminal background checks (at the Country, State and local level as we deem necessary or appropriate). Kanga Delivery, Inc. also reserves all rights to use such third party services to run such checks and processes as we deem appropriate in our sole discretion. By registering and using the Services or the Applications, each User consents to Kanga conducting any screening processes and/or background checks that Kanga Delivery, Inc. deems advisable and as often as Kanga deems necessary and as may be required for compliance with federal and state laws and the Fair Credit Reporting Act.

If Kanga Delivery, Inc. decides to conduct such background checks or screening processes on its Users in the future, Kanga Delivery, Inc.'s performance of the checks shall not be taken as confirmation that any User is who they claim to be. Kanga has no responsibility for the accuracy or reliability of the identity or background check information or any information regarding a User provided through our Services or Applications.

Any screening process is not a substitute for your good judgment when interacting with other Users. At all times during the use of our Services and Applications exercise caution and use your common sense. Remember that you may not know a User personally and always should take care while working with another User.

### **Restrictions on Package Contents**

When arranging a Delivery, a Sender must not include in any Package, and no Driver may knowingly accept any Delivery with a Package that contains (1) any "*Kanga Prohibited Item*" as listed below, whether consented to by a Driver or not; or (2) any "*Kanga Special Items*" as listed below unless specifically listed and disclosed to the Driver and consented to by the Driver prior to the Driver accepting the Delivery.

**It is all Drivers' and Senders' duty and obligation to know and comply with all applicable federal and state laws in the pick-up and delivery locations of any Delivery and all applicable laws relating to the contents of a Package, including without limitation those laws prohibiting the transportation or shipment of items, restricting the amounts of items that can be shipped, and age restrictions. Kanga Delivery, Inc. has no liability or responsibility if a Driver or Sender fails to comply with all applicable laws.**

#### *Kanga Prohibited Items*

All Senders are prohibited from including in any Package, and all Drivers are prohibited from knowingly accepting a Delivery or picking-up, carrying or delivering any Package, containing the following personal property:

- Any "Hazardous Material" as defined by the U.S. Department of Transportation (DOT) and codified in Title 49 Code of Federal Regulations (49 CFR), not including those Hazardous Materials in small or excepted quantities as defined in 49 CFR;
- Any animal;
- Any prescription or over the counter medicine that has not been paid for and is being delivered to a person other than the purchaser or the prescription holder;
- Any Package that contains items(s) with a value in excess of \$5,000;
- People;
- Cremated Remains.

In the event a Package containing a Kanga Prohibited Item is found en route during a Delivery or otherwise, that Package will be stopped at the location of the discovery. Any Driver discovering a Kanga Prohibited Item in a Package shall immediately notify Kanga Delivery, Inc. at support@getKanga.com for further direction. Kanga Delivery, Inc. reserves the right to dispose of the Package in its sole discretion and reserves all rights to instruct its Drivers on how to dispose of the Package, including delivery to the proper authorities.

#### *Kanga Special Items*

**The following personal property may be included in a Package only if fully disclosed to a Driver and agreed to by such Driver prior to the Driver accepting such Delivery.**

Kanga Delivery, Inc. is not liable for loss or damage to a Kanga Special Item if it is not properly packed to withstand transport and to ensure the safety and integrity of the item and in compliance with all applicable laws:

- Heavy haul, oversize or overweight items;
- Prescription drugs and medicines; *must be delivered to the prescription holder*;
- Cash, Checks, Phone Cards, Tickets, Credit Cards, Gift Cards, and Similar Cards;
- Media, i.e. documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature; and
- Heirlooms, one-of-a-kind and like items.

### **Kanga Protection Plan**

Kanga wants you to feel confident that your Package is in good hands. The Kanga Protection Plan provides reimbursement for loss or damages arising from theft or property damage to our Senders' Package arising directly from a Kanga's negligence in performance and fulfillment of a Delivery up to \$500.00 per Package, per occurrence. To qualify for the Kanga Protection Plan, the Sender must declare the value of all items in the Package, complete a claim form and provide proof of value. The complete procedure needed to file a claim can be found at [support.Kanga.com](http://support.Kanga.com).

**PLEASE BE AWARE THAT NO MATTER WHAT VALUE YOU DECLARE FOR YOUR PACKAGE KANGA'S MAXIMUM LIABILITY TO YOU IS \$500.00**

#### *Terms and Conditions to the Kanga Protection Plan*

The declared value for any Package is not insurance coverage by Kanga Delivery, Inc. but represents Kanga Delivery, Inc.'s **maximum liability** for all items contained in the Package in the case of loss or damage (*not including for Kanga Special Items as further described below*). Kanga Delivery, Inc. will not reimburse you more than \$500 for any Package, no matter how many items are included in the Package and no matter the actual value for the personal property contained therein. **Senders sending Packages containing items with a total value exceeding \$500 do so at their own risk.**

#### *Kanga Special Items*

The Kanga Protection Plan applies to Kanga Special Items differently. If your Package contains Kanga Special Items, Kanga Delivery, Inc.'s maximum liability for the items in that Package is limited as described below and Kanga Delivery, Inc. will not reimburse any Sender in excess of Kanga's maximum liability for such Kanga Special Item, no matter the actual value. ***Senders sending Kanga Special Items with values exceeding Kanga's maximum liability do so at their own risk.***

Kanga Delivery, Inc. is not liable for loss or damage to any Package containing Kanga Special Items if they are not properly packed to withstand transport.

**Senders sending Kanga Special Items that are not properly packaged do so at their own risk.**

Kanga Delivery, Inc.'s liability for certain Special Items is also limited based on the nature of the item:

- *Checks*: If a Package containing a check or checks is lost or damaged, Kanga Delivery, Inc. will not pay for the face value of the check(s), and Kanga Delivery, Inc.'s liability for any Package containing a check or checks is limited to the cost of stopping payment on and reissuing the check(s), **not to exceed \$100 per Package**.
- *Phone Cards, Tickets, Gift Cards, and Similar Cards*: Kanga's liability for a Package containing phone card(s), ticket(s) (such as event or airplane ticket), gift certificate(s), gift card(s), coupon(s), or other similar printed matter with an exchange value is limited to the cost of replacing the physical card(s), certificate(s), or printed matter, **not to exceed \$100 per Package**. As with checks, Kanga Delivery, Inc. is not liable for the face value of any phone card, gift certificate, gift card, coupon, or similar printed matter.
- *Media*: Kanga Delivery, Inc.'s liability for loss or damage to a package containing documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded, **not to exceed \$500 per Package**.
- *Heirlooms, Antiques, One-of-a-Kind etc.*: Kanga's liability for loss or damage to a package containing such items **shall not exceed \$500 per Package**. Sender must provide proof of actual value. This proof may come

in the form of an invoice, sales receipt, appraisal, or value of a "like" item that can be verified. **Kanga Delivery, Inc. cannot and will not reimburse for "sentimental value" as such a value is indeterminable.**

#### *Proof of Value*

A Sender must prove the value of the item in the Package subject to the claim, regardless of the value declared and Kanga Delivery, Inc. will not pay on a claim, without proof of the declared value. You must also provide documentation that verifies the replacement or repair cost of the item subject to the claim.

Repair or replacement is defined as the purchase price paid for the item that is the subject of the claim; the actual cost of the damaged or lost item; the replacement cost of the item at the time and place of loss or damage; or for the cost of repairing the damaged item. You must provide a third-party repair quote/evaluation from a qualified repair facility. If the third-party deems the merchandise as un-repairable, the actual or replacement value will be paid up to Kanga Delivery, Inc.'s maximum liability. You must submit all repair quotes as part of the claims process and while Kanga Delivery, Inc. may pay the cost of repair, it is the Sender's responsibility to have the item repaired.

In the event of loss or damage to a pair or set of articles, Kanga Delivery, Inc.'s liability is limited to the value of that part of the pair or set that is lost or damaged, and Kanga Delivery, Inc. shall not be liable for the value of the whole pair or set. In the event of loss or damage to any part of an item (including any part of a machine) that, when complete for sale or use, consists of several parts, Kanga Delivery, Inc. shall be liable only for the value of the part lost or damaged, not to exceed the declared value of the part lost or damaged. In no event shall Kanga Delivery, Inc. be liable for the value of the complete item.

In the event of loss or damage to a pair or set of articles, Kanga Delivery, Inc.'s liability is limited to the value of that part of the pair or set that is lost or damaged, and Kanga Delivery, Inc. shall not be liable for the value of the whole pair or set. In the event of loss or damage to any part of property (including any part of a machine) that, when complete for sale or use, consists of several parts, Kanga Delivery, Inc. shall be liable only for the value of the part lost or damaged, not to exceed the declared value of the part lost or damaged. In no event shall Kanga Delivery, Inc. be liable for the value of the complete item.

#### *Filing a Claim*

If you believe your Package is lost or damaged, follow these steps to begin the claims process. It is important to note that only the Sender may file a claim; the recipient of the package cannot file a claim. A recipient who believes a Package has been lost or damaged should contact the Sender of the Package to begin the claims process.

- In the case of a damaged Package, follow the Damaged Package Claim Process. In the case of damage, keep all of the packaging materials as they may need to be examined as part of the claims process.
- In the case of a lost Package, follow the Lost Package Claim Process.
- Please note that, in the case of either lost or damaged Package claims, Sender should keep receipts for all items in a Package.

Kanga Delivery, Inc. may use a third-party provider to manage the claims process. In cases of damage to a Kanga Special Item, Kanga (or its provider) will analyze the integrity of packaging and associated materials and will determine adequate packaging in its sole discretion.

#### **Kanga Not Responsible for Performance of its Drivers or its Senders**

Our Services and Applications enable connections between our Users to contract for Deliveries; however Kanga Delivery, Inc. is not responsible for the performance, actions or inactions of any User, whether identified through our Services, our Applications, in public, private, or offline interactions, or otherwise. You acknowledge and agree that Kanga Delivery, Inc. does not have control over, and has no liability or responsibility for, the quality, timing, legality, suitability, reliability, timeliness, or accuracy of any User, or the failure of any User to provide the services requested or payment required therefor, or for any other aspect whatsoever of a Delivery or Package nor for the integrity, responsibility or any of the actions or omissions whatsoever of any Users. You acknowledge and agree that Kanga does not have control over, and has no responsibility for, any damage to the content(s) of a Package, whether during a Delivery or otherwise.

**NEITHER KANGA DELIVERY, INC. NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES OR APPLICATIONS AND KANGA DELIVERY, INC. AND ITS AFFILIATES AND LICENSORS ARE NOT BE LIABLE FOR ANY LOSS, CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE APPLICATIONS. BY USING THE SERVICES OR APPLICATIONS YOU THEREBY RELEASE KANGA DELIVERY, INC. AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED TO ANY USE OF OUR SERVICES, APPLICATIONS OR THE CONDUCT OR MISCONDUCT OF A USER.**

**\*\*Kanga Delivery, Inc. does not recommend any particular Driver\*\***

### **Cancelation and No-Show Policy**

#### *Cancelation by Senders*

If a Sender needs or wants to cancel a Delivery, please cancel the request as soon as possible. This will notify the Driver and free them up to accept other Deliveries from other Senders.

#### *What Happens When a Sender Cancels or is a No Show?*

A Delivery is deemed a no-show if the Sender cancels the Delivery once a Driver is already on his way to fulfill the Delivery ("Cancelation"). A Sender will be considered a no-show if the Package is not available at the specified location **more than 15 minutes** after the agreed pick-up/drop-off time without messaging or otherwise contacting the Driver through the Application, or (2) **more than 30 minutes** after the agreed pick-up/drop-off time, whether or not Sender has contacted the Driver ("No-Show"). If either a No-Show occurs, a **\$10 no-show fee** is automatically charged to the Sender's account.

A Sender will not be charged a no-show fee if they cancel a Delivery due to a Driver's No-Show, or if they cannot contact a Driver during the performance of their Delivery due to failure of the app.

**100% of all Sender Cancelation fees are paid to our Drivers.**

*If a Sender has 3 No-Shows then Kanga Delivery, Inc. may suspend or deactivate the Sender's account, in its sole discretion.*

#### *Cancelation by Drivers*

If a Driver needs or wants to cancel a Delivery, the Delivery should be canceled as soon as possible. This will notify the Sender and allow them to contact another Driver to accept the Delivery. To cancel a Delivery, tap Cancel on the Delivery Details screen within the Kanga Application.

#### *What Happens When A Driver Cancels or is a No Show?*

As with the Sender, a Delivery is deemed canceled if the Driver cancels after accepting the Delivery, provided that a Driver may cancel a Delivery **within 10 minutes** of being selected for such Delivery without penalty ("Cancelation"). A Driver will be considered a No-Show if he/she fails to arrive at the drop-off/pick-up location **more than 15 minutes** after the agreed pick-up time without calling, messaging or otherwise contacting the Sender through the Application, or (2) more than 30 minutes after the agreed drop-off/pick-up time, whether or not Driver has contacted the Sender ("No-Show").

A Driver will not be charged a fee if they cancel a Delivery due to a Sender's No-Show or if they cannot accept the Package due to restrictions in these T&C or other restrictions under applicable law.

*If a Driver has 3 Cancelations or No-Shows then Kanga Delivery, Inc. may suspend or deactivate the Driver's account, in its sole discretion.*

Kanga Delivery, Inc., may reactivate any Driver or Sender account suspended or deactivated by Kanga Delivery, Inc. in its sole discretion.

### **Billing and Payment**

Users of our Services and Applications make their contracts directly with other Users. Kanga is not and will not be a party to any contracts between Users.

Users of our Services and Applications will be required to provide their credit card or bank account details to Kanga Delivery, Inc. and the Payment Service Provider retained by Kanga Delivery, Inc. (the "PSP").

Senders will be responsible for paying the invoice for each Delivery contracted for (the "Invoice"), which will include the pricing terms of the Delivery as agreed with and provided by a Driver, any out of pocket expenses agreed with and submitted by a Driver in connection with the Delivery, any tip or gratuity, if applicable, any cancellation or no-show fee, and the fee Kanga Delivery, Inc. assesses for use of its Services and Applications (combined, the "Delivery Payment"). Any fees that Kanga Delivery, Inc. may charge a Driver or Sender for their use of the Applications or Services, are due immediately and are non-refundable and 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 our Applications or Services either planned, accidental or intentional, or any reason whatsoever. Kanga Delivery, Inc. reserves the right to determine final prevailing pricing and the pricing information published on the Kanga Delivery, Inc. website may not reflect the current pricing.

Kanga Delivery, Inc., at its sole discretion, may make promotional offers with different features and different rates to any of our Users. These promotional offers, unless made directly to you, shall have no bearing whatsoever on your offer or contract. Kanga Delivery, Inc. may change the fees for our Services and/or Applications, as we deem appropriate. We encourage all of our Users to check back at our website periodically if you are interested about how we charge for the Services or Applications.

#### *Payment Service Providers*

Users may be required to register with the PSP, agree to terms of service of the PSP and go through a vetting process at the request of the PSP to set up their account with the PSP. By accepting these Terms and Conditions, each User agrees that they have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that Kanga is not a party to the PSP Agreement and that you, the PSP and any other parties listed in the PSP Agreement are the parties to the PSP Agreement. Kanga has no obligations or liability to any User under a PSP Agreement.

Within [24 hours] after a Sender receives confirmation through the Services and/or Applications that their Driver has completed the Delivery, the Sender will authorize Kanga Delivery, Inc. to provide the Sender's payment details to the PSP for processing of Delivery Payment. You may be charged a cancellation fee through the PSP if you contract for a Delivery, but cancel it before it is completed, as set forth in these T&C.

Kanga Delivery, Inc. reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any Delivery Payment, or (ii) refund, provide credits or arrange for the PSP to do so. Users of our Services and Applications will be liable for any taxes (including VAT, if applicable) required to be paid on the User's use of the Services and Applications or on any Delivery Payment received (other than taxes on the Kanga Delivery, Inc.'s income).

#### *SMS Messaging*

All of our Users are automatically opted-in to receive SMS messaging when signing up for our Services and Applications and must agree to receive SMS messages in order to use our Services and Applications. A User can request, accept and cancel Deliveries via SMS and get notifications regarding a Delivery, as determined by Kanga Delivery, Inc. Message and data rates may apply.

If you change your mobile phone service provider all SMS messaging services from Kanga Delivery, Inc. may be deactivated and you will need to re-enroll in the SMS notification service. Kanga Delivery, Inc. reserves the right to cancel the notification service at any time.

#### *User Representations, Warranties and Agreements*

By using the Applications or Services, you expressly represent and warrant that you are legally entitled and have the right, authority and capacity to enter into the agreements set forth in these T&C and to fulfill its complete terms and conditions. You agree that your participation in using the Services and/or Applications is for your sole 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. You agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Applications or Services.

You represent and warrant that you are of the required legal age if you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements due to age. *If you are not the required age you must not use the Applications and Services.* Without limiting the foregoing, the Services and Applications are not available to persons under the age of 18. By using the Applications or Services, you represent and warrant that you are at least 18 years old.

You may only access the Services using the Applications or other specifically authorized means. It is your responsibility to check to ensure you download the correct Applications for your mobile, tablet computer or similar device ("Device"). Kanga Delivery, Inc. is not liable if you do not have a compatible Device or if you have downloaded the wrong version of the Applications for your Device. Kanga Delivery, Inc. reserves the right to terminate your use of our Services or Applications if you do so with an incompatible or unauthorized Device.

By using our Applications or Services, you agree that:

- You will only use the Applications and Services for your own use and will not resell either to a third party.
- You will only create one User account.
- You will keep secure and confidential your User account password or any identification we provide you which allows access to our Applications or Services.
- You will provide Kanga with such proof of identity we reasonably request and will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation (actively or by omission) with any person or entity, including Kanga.
- You will not represent yourself to be an agent, representative, employee or affiliate of Kanga Delivery, Inc.
- You will only use the Services or Applications for lawful purposes and in accordance with all applicable laws and regulations.
- You will not use the Services or Applications for sending or storing any unlawful material, for fraudulent purposes, for promoting or encouraging any illegal activity, or for committing or assisting in the commission of a crime.
- You will not stalk, intimidate, threaten or otherwise harass or cause distress to any third-party, including other Users;
- You will not copy, or distribute the Applications or text, graphics, images, music, software (in addition to the Applications), audio, video, information or other like materials ("Content") without written permission from Kanga.
- You will not use our Services or Applications in any way that could cause nuisance, annoyance, and inconvenience or could interfere with or negatively affect other Users from fully using or enjoying the Services or Applications.
- You will only use an access point or 3G data account (AP) which you are authorized to use.
- You will act responsibly, exercise good judgment and take care when using our Services and interacting with Users.
- You will not infringe the rights of any third party (including Users) and including, intellectual property, privacy, publicity or contractual rights.
- You will not collect or store any information about any other User other than as permitted on through Services or Applications.
- You will not assist any third-party in any of the above.

### **Content License Grant, Restrictions and Copyright Policy**

*Licenses Granted by Kanga Delivery, Inc. to Kanga Delivery, Inc. Content and User Content*

Subject to your compliance with the terms and conditions in the T&C, Kanga grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Content that Kanga makes available through the Services or Applications, including any Content licensed from a third party ("*Kanga Content*"), but excluding any Content that a User posts, uploads, publishes, submits or transmits to be made available through the Services or Applications, including any questions, comments, suggestions, ideas, feedback or other information about the Kanga Services or Applications ("*User Content*" and with Kanga Content collectively, "*Collective Content*"); and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense these license rights granted by Kanga above.

Kanga Content may be used solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, Applications or Collective Content, except as expressly permitted in the T&C. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Kanga Delivery, Inc. or its licensors, except for the licenses and rights expressly granted in the T&C.

#### *License Granted by User*

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available or posting any User Content on or through the Services or Applications, you hereby grant to Kanga a worldwide, irrevocable, perpetual, exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, disseminate and otherwise exploit such User Content. Kanga shall be entitled to the unrestricted use of all User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Kanga claims no ownership rights in any User Content and nothing in the T&C will be deemed to restrict any rights that you may have to use and exploit your User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services or Applications. By posting or making available any User Content, you represent and warrant that: (i) you are the sole and exclusive owner of all User Content that you make available or post or you have all right, license, consent and release that are required to grant to Kanga Delivery, Inc. full rights in such User Content, as contemplated under the T&C; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Kanga's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

#### *Applications and Services License*

Kanga owns and retains ownership in the Kanga Services and Applications, and all intellectual property and proprietary rights therein. Contingent upon your compliance with the terms and conditions of the T&C, Kanga hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Services and Application on any Android Device that you own or control and/or any iPhone or iPod touch that you own or control and as permitted by the Usage Rules set forth in Section 9.b. of the [App Store Terms and Conditions](#) (the "*Usage Rules*"). This license does not allow you to use the Services or Applications on any Device that you do not own or control. The terms of the license will govern any upgrades provided by Kanga that replace and/or supplement the Kanga Platform, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Applications in any way; (ii) modify or make derivative works based upon the Services or the Applications; (iii) create Internet "links" to the Services or "frame" or "mirror" any Applications on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Applications to copy any ideas, features, functions or graphics of the Services or Applications whether to build competitive products or services using similar ideas, features, functions or graphics of the Services or Applications, or otherwise; (v) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Services or Applications (or the data contained therein) in any way or for any User, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our Applications; (vi) attempt to gain unauthorized access to the Applications or Services or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Services or Applications; or (vii) use our Services or Applications to send spam or otherwise duplicative or unsolicited messages, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Kanga Delivery, Inc. has the right to fully investigate and prosecute violations of any of these T&C, including all documents and agreements referenced or incorporated herein to the fullest extent of the law. All Users hereby give



Kanga full permission and authority to involve and cooperate with law enforcement authorities in prosecuting Users (including yourself) who violate these T&C. However Kanga has full right and authority to do so to ensure your compliance with our T&C, comply with applicable law, order or requirement of a court, administrative agency or other governmental body. Kanga reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Kanga, at its sole discretion, considers to be in violation of these T&C or otherwise harmful to the Services or Applications.

#### *Copyright Policy*

Kanga Delivery, Inc. respects copyright law and the intellectual property of others and expects its Users to do the same. Kanga will terminate Users or other account holders who repeatedly infringe or are reasonably believed to be repeatedly infringing the rights of copyright holders. If you believe, in good faith, that any materials on the Services or the Applications infringe upon your copyrights, please send the following information to Kanga's Copyright Agent at [info@getKanga.com](mailto:info@getKanga.com):

1. A description of the copyrighted work that you claim has been infringed, including sufficient information to locate the specific place on our Services, Applications or website where the material is located. Please include sufficient information to locate the material and explain why you think an infringement has taken place;
2. A complete description of the location where the original or an authorized copy of the copyrighted work exists; i.e. an Internet address where the work is posted or the name of the book in which it was published;
3. Your address, telephone number, and e-mail address;
4. A signed statement by you that, in good faith, you believe that the disputed use is not authorized by the copyright owner, its agent, or law;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

#### *Intellectual Property Rights Ownership*

Kanga owns all intellectual property rights in and to the Services and the Applications absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Services or Applications are the property of their respective owners. Your use of the Services or Applications gives you no right therein.

#### *Third Party Interactions*

During use of the Applications and Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Applications or Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party.

Kanga Delivery, Inc. 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. Kanga does not endorse any sites on the Internet that are linked through the Services or Applications, and in no event shall Kanga or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. Kanga Delivery, Inc. provides the Applications and Services to you pursuant to the terms and conditions in these T&C provided that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services. Kanga Delivery, Inc. has no responsibility or liability arising from any agreements between you and such third party providers.

Kanga may rely on third party advertising and marketing supplied through the Applications or Services and other mechanisms to subsidize the Applications or Services. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. Kanga reserves the right to charge you a higher fee for the Services or Applications should you choose not to receive these advertising services, if offered. This higher fee, if applicable, will be posted on Kanga's website located at <http://www.getKanga.com>.

### *Indemnification and Breach*

By using Kanga's Applications or Services, you agree to, and will, defend, indemnify, and hold Kanga Delivery, Inc. and our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use or misuse of the Services and Applications, including: your breach of these T&C, or any Driver or Sender Agreement to which you are subject or the documents they incorporate by reference; or your violation of any law or the rights of any third party, including, without limitation, our Users, Driver's, Senders, other motorists, and pedestrians, as a result of your own interaction with such third party, any allegation that any materials that you submit to us or transmit to the Services or through the Applications or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; your ownership, use or operation of a any vehicle used on a Delivery, your ownership or right to send the contents of any Package; and/or any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Without limiting other remedies, Kanga Delivery, Inc. may terminate your participation in the Services, remove your information from our data bases, warn our community of your actions, issue a warning, and refuse to provide our Services to you if you breach the terms of the T&C or any Driver or Sender Agreement to which you are subject, or the documents they incorporate by reference; we are unable to verify or authenticate any information you provide to us; we believe that your actions may cause financial loss or legal liability for you, our Users or Kanga, its affiliates, or third party providers, or subject Kanga Delivery, Inc. or you or any other User to regulation by any state or local government or regulatory agency; or if we suspect that you have engaged in fraudulent or harmful activity in connection with the Kanga Services or Applications.

### **Suspension and Termination of Account and Services**

WITHOUT LIMITING ANY OTHER REMEDIES, KANGA DELIVERY, INC. MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE YOUR ACCOUNTS OR ACCESS TO KANGA DELIVERY, INC. SERVICES, APPLICATIONS OR ANY PORTION THEREOF IF YOU ARE, OR KANGA DELIVERY, INC. SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF Ts AND Cs OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICES, APPLICATIONS OR ANY PORTION THEREOF WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATIONS, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, APPLICATIONS OR ANY PORTION THEREOF, AND KANGA DELIVERY, INC. IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT (INCLUDING YOUR OWN), SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT ANY USER FROM ACCESSING OUR SERVICES, APPLICATIONS OR ANY PORTION THEREOF IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE THE ACCOUNTS OF ANY USER WHO MAY BE A REPEAT INFRINGER OF ANY OF OUR RULES OR TERMS OF SERVICE.

KANGA DELIVERY, INC. RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

Kanga Delivery, Inc. reserves the right to stop offering and/or supporting our Services, Applications or any particular portion or part of our Services or Applications at any time, at which point your license to use the Service, Application or a part thereof will be automatically terminated. In such event, Kanga Delivery, Inc. shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services or Applications.

### ***Disclaimer of Warranties and Limits on Kanga's Liability to You***

*No Warranties.*

**KANGA EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS SERVICES OR APPLICATIONS. USE OF OUR SERVICES AND APPLICATIONS ARE ENTIRELY AT YOUR OWN RISK.**

**The Services and Applications are provided to you strictly on an "as is" basis** without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement and all warranties are hereby disclaimed by Kanga to the maximum extent permitted by applicable law. Kanga Delivery, Inc. makes no warranties or representations about the accuracy or completeness of any content provided through the Services or Applications or the content of any websites linked to the Services and Applications.

Kanga Delivery, Inc. does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the service or any hyperlinked website or featured in any banner or other advertising and Kanga will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services, other than as provided herein.

**Without limiting the foregoing, neither Kanga Delivery, Inc. nor its affiliates or licensors warrant or guarantee:**

- **that access to the Services or Applications will be uninterrupted, error-free, secure, timely or operate on any Device or in combination with any other hardware, application, system or data;**
- **as to the results that may be obtained from the use of the Services or Applications;**
- **that the Services or Applications, or the quality of any products, services, information or other material purchased or obtained by you through the Services or the Applications, will meet your requirements or expectations;**
- **as to the timeliness, accuracy, reliability, completeness or content of any Driver, Sender, Package, Services or Applications, information or materials provided through or in connection with the use of the Services and Applications;**
- **that the Services or Applications are free from viruses, worms, Trojan horses, or other harmful components or that any errors or defects in the Services or Applications will be corrected; or**
- **that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.**

*No Liability*

**YOU ACKNOWLEDGE AND AGREE THAT KANGA DELIVERY, INC. IS ONLY WILLING TO PROVIDE THE SERVICES AND APPLICATIONS IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES.**

**THEREFORE, YOU AGREE NOT TO HOLD KANGA DELIVERY, INC., ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICES OR APPLICATIONS, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY KANGA OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION.**

**UNDER NO CIRCUMSTANCES WILL KANGA DELIVERY, INC., ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE APPLICATIONS, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**KANGA DELIVERY, INC. DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE SERVICES OR APPLICATIONS. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT KANGA DELIVERY, INC. OR ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS,**

**DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY EXCEED \$100.**

**KANGA DELIVERY, INC.'S SERVICES AND APPLICATIONS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. KANGA DELIVERY, INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

*Limitation of Liability*

**IN NO EVENT SHALL KANGA DELIVERY, INC. AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). KANGA DELIVERY, INC. AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR APPLICATIONS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES OR APPLICATIONS, 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 SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICES OR APPLICATIONS, EVEN IF KANGA DELIVERY, INC. AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**KANGA DELIVERY, INC. MAY INTRODUCE YOU TO THIRD PARTY PROVIDERS FOR THE PURPOSES OF PROVIDING PICK-UP, CARRY AND DELIVERY OF PACKAGES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS TO PROVIDE OR COMPLETE A DELIVERY AND YOU EXPRESSLY WAIVE AND RELEASE KANGA DELIVERY, INC. FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY PROVIDER. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING PICK-UP, CARRY AND DELIVERY SERVICES REQUESTED THROUGH THE KANGA DELIVERY, INC. APPLICATIONS MIGHT NOT BE PROFESSIONALLY LICENSED OR PERMITTED.**

**KANGA DELIVERY, INC. WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD PARTY PROVIDERS. KANGA DELIVERY, INC. CANNOT AND WILL 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 APPLICATIONS OR SERVICES (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE KANGA DELIVERY, INC. FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATIONS OR SERVICES, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATIONS OR SERVICES.**

**YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

**THE QUALITY OF THE PICK-UP, CARRY AND DELIVERY SERVICES SCHEDULED THROUGH THE USE OF THE SERVICES OR APPLICATIONS IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND THAT BY USING THE APPLICATIONS AND THE SERVICES, YOU MAY BE EXPOSED TO THIRD-PARTIES AND CONTENTS OF SHIPMENTS THAT ARE POTENTIALLY**

**DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE.**

*Notices to You*

Kanga Delivery, Inc. may give notice by means of a general notice on the Services, the Applications, electronic mail

to your email address on record in Kanga's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Kanga's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Kanga Delivery, Inc. (such notice shall be deemed given when received by Kanga) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Kanga Delivery, Inc. at 3565 Piedmont Center, Building 4, Suite 120, Atlanta, GA 30305, addressed to the attention of: Chief Executive Officer.

#### *Assignment*

You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these T&C, or any Driver or Sender Agreement, as applicable, to any party without the prior written approval of Kanga in each instance. Any purported assignment in violation of this section shall be void.

#### *Export Control*

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Applications nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced Applications, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

#### *Dispute Resolution*

You agree that any legal disputes or claims arising out of or related to these T&C, including arising out of any Driver or Sender Agreement, whether such dispute or claim is related to the use of the Services and/or Applications, or the interpretation, enforceability, revocability, or validity of these T&C, or the validity of any dispute, that cannot be resolved informally shall be submitted to binding arbitration. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by you and Kanga Delivery, Inc. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and Kanga agree that any claim, action or proceeding arising out of or related to these T&C, including arising out of any Driver or Sender Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND KANGA DELIVERY, INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

The American Arbitration Association ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.

Unless you and Kanga otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Kanga submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, the AAA Rules will determine your right to a hearing. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

#### *General*

No joint venture, partnership, employment, or agency relationship exists between you, any other User, Kanga Delivery, Inc. or any third party provider as a result of a User entering into a Driver or Sender Agreement or their use of the Services or Applications. If any provision of these T&C or any Driver or Sender Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Kanga Delivery, Inc. to enforce any right or provision in these T&C or any Driver or Sender Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by

Kanga Delivery, Inc. in writing. These T&C, including all terms, conditions and agreements referenced herein, including without limitation the Drivers and Senders Agreements, comprise the entire agreement between our Users and Kanga Delivery, Inc. and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

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#### Kanga Drivers Agreement

This *Kanga Drivers Agreement* is a part of *Kanga Delivery, Inc.'s Terms and Conditions ("T&C")* located and is incorporated therein by this reference. This Agreement uses the same capitalized terms as the T&C if not otherwise defined below.

By using our Services or Applications, each driver (a "Driver") of any vehicle used to pick-up, carry and/or deliver personal property or goods (a "Package") for a third-party (a "Sender") using the Services and Applications (each, a "Delivery") represents, warrants, acknowledges and agrees that he/she:

1. is at least 18 years of age and has all right and authority to lawfully enter into the terms of this Agreement on his/her own behalf or on behalf of an entity that is the other party hereto;
2. possesses a valid driver's license;
3. has all appropriate licenses, approvals and authority to accept and complete a Delivery as contracted through the Services and the Applications, including in all jurisdictions in which such Driver picks-ups, carries and/or delivers a Package for the Delivery;
4. will not accept Packages that require him/her to hold any licenses or other authorizations from any governmental authority with jurisdiction over him/her, the vehicle he/she operates, or the contents of the Package without possessing valid licenses or authorizations for the same;
5. owns, or has the legal right to operate, the vehicle used in a Delivery, and such vehicle is currently in good operating condition and will be in good operating condition at all times during the Delivery;
6. is named or scheduled on the insurance policy covering any vehicle used by him/her during a Delivery;
7. has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of his/her vehicle carry and is responsible for and will make all necessary contacts with such his/her insurance carrier in the event of a motor vehicle accident or claim against his/her insurance policy;
8. any vehicle used during a Delivery meets such industry safety standards and statutory, federal DOT and state department of motor vehicle requirements as may be applicable to the vehicle operated by the Driver while on a Delivery;
9. will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle he/she uses during a Delivery, including, but not limited to personal injuries, death and property damages;
10. will not knowingly pick-up, carry and/or deliver a Package or any items contained in a Package that are prohibited in the T&C;
11. will not make any misrepresentation regarding Kanga, the Services, the Applications, or his/her status as a Driver, or otherwise seek non-voluntary compensation from any third-party Package, or engage in any other activity in a manner that is inconsistent with his/her obligations under this Agreement or the T&C;
12. while on a Delivery, will only use a vehicle that he/she has reported to Kanga using the Applications and as required therein;
13. will only accept Packages that have been contracted through the Kanga Applications using the Applications and as required therein;
14. will only contract for or arrange a Delivery (or other similar services) with a Kanga User through Kanga's Services and Applications and will not engage in outside transactions with any User;
15. he/she is not a mover and under no circumstances is required to lift or otherwise move any Package, including placing them in or removing them from his/her vehicle, during the Delivery and he/she is not or responsible for lifting or otherwise moving any Package during a Delivery. *If a Driver lifts or otherwise moves a Package for a Sender he/she does so at the Sender's and the Driver's own risk and Kanga has no liability to either party for any claim, loss or damage related thereto;*
16. will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; and

17. Acknowledges and agrees that this Agreement is made anew for each and every Delivery accepted by him/her.
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#### Kanga Senders Agreement

This Senders Agreement is a part of Kanga Delivery, Inc.'s Terms & Conditions ("T&C") and is incorporated therein by this reference. This Agreement uses the same capitalized terms as in the T&C if not otherwise defined below.

By using our Services or Applications, each person or company (a "Sender") who contracts with a Kanga driver (a "Driver") to pick-up, carry and/or deliver personal property or goods (a "Package") using the Services and Applications (each, a "Delivery") represents, warrants and agrees that he/she:

1. is at least 18 years of age and has all right and authority to lawfully enter into the terms of this Agreement on his/her own behalf or on behalf of an entity that is the other party hereto;
2. owns or otherwise has the full right and authority to contract for the Delivery and send all items contained in a Package;
3. has not and will not include in any Package any "Kanga Prohibited Items" as listed in the T&C, whether consented to by a Driver or not;
4. has and will specifically list, photograph and disclose to the Driver, prior to the Driver accepting the Delivery, all items included in the Package;
5. has and will properly pack all "Kanga Special Items" in appropriate packaging to withstand transport, ensure the safety and integrity of the item and in compliance with all applicable laws;
6. acknowledges and agrees that the Kanga Protection Plan does NOT cover reimbursement for any loss or damage to any Package resulting from (1) any breach of this Agreement or the T&C; (2) sending any items on the "Kanga Non-Protected Items" list; or (3) inadequate packaging or failure to pack a Kanga Special Item;
7. acknowledges and agrees that the Kanga's maximum liability under its Protection Plan is \$500 per occurrence.
8. acknowledges and agrees that all responsibility and obligation to know and comply with Kanga's T&C and all laws applicable to the packing and transport of every item included in a Package rests with the Sender;
9. will only contract for or arrange a Delivery (or other similar services) with a Kanga User through Kanga's Services and Applications and will not engage in outside transactions with any User;
10. is responsible for lifting and carrying all Packages sent with a Driver and is responsible for placing them in or removing them from the Driver's and hereby acknowledges that a Driver is not a mover and is not responsible for lifting or otherwise moving any Package during a Delivery. *If a Driver lifts or otherwise moves a Package for a Sender he/she does so at the Sender's and the Driver's own risk and Kanga has no liability to either party for any claim, loss or damage related thereto;*
11. will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; and
12. acknowledges and agrees that this Agreement is made anew for each and every Delivery ordered by him/her.