



Terms and Conditions of Use and Service for Zap Internet Platform Limited.

Effective Date: 31 March 2025

1. Introduction and Contractual Relationship

1.1 Binding Agreement. These Terms and Conditions ("Terms"), including all policies and documents incorporated by reference herein, constitute a legally binding agreement between you and Zap Internet Platform Limited (together with its subsidiaries and affiliates, "Zap," "we," "our," or "us"), a company registered in Dubai International Financial Center (Dubai, UAE) under company number CL9885, with registered office at Unit IH-00-01-01-OF-01, Level 1, Building IH-00-01-CP-05, Dubai International Financial Center.

1.2 Platform Definition. The Zap technology platform, including all associated websites, mobile applications, services, and software (collectively, the "Platform") enables users to connect with travelers for peer-to-peer document delivery services. BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.

1.3 Platform Role. IMPORTANT NOTICE: ZAP IS AN INTERNET-BASED TECHNOLOGY PLATFORM. WE DO NOT PROVIDE DELIVERY, COURIER, OR TRANSPORTATION SERVICES. THE PLATFORM FACILITATES SAFE, SECURE, AND PRIVATE CONNECTIONS BETWEEN SENDERS AND TRAVELERS, WHO ENTER INTO DIRECT AGREEMENTS FOR DOCUMENT DELIVERY UNDER THE MODEL TERMS SET FORTH HEREIN. ZAP IS NOT A PARTY TO AGREEMENTS BETWEEN SENDERS AND TRAVELERS, EXCEPT AS EXPRESSLY PROVIDED HEREIN REGARDING PAYMENT PROCESSING.

1.4 Modifications. We may modify these Terms at any time by posting updated Terms on the Platform. Continued use of the Platform after such changes constitutes acceptance of the modified Terms.

2. Definitions and Interpretation

2.1 In these Terms:

- "Applicable Law" means all laws, regulations, orders, rules, guidelines, and industry standards applicable to your use of the Platform or provision/receipt of Delivery Services.
- "Content" means all text, graphics, images, music, software, audio, video, information, or other materials appearing on the Platform.
- "Delivery" means the peer-to-peer document transportation assistance provided by Travelers to Senders.

- "Documentation" means all required documentation for legal document transport, including customs declarations where applicable.
- "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights recognized by any jurisdiction worldwide.
- "Package" means the package provided by the Sender to the Traveler, through the Platform, for international Delivery.
- "Payment Services" means payment processing, escrow, and related services provided through the Platform.
- "Prohibited Content" means any documents or materials prohibited by Applicable Law or Platform policies.
- "Sender" means a user who requests Delivery Services through the Platform.
- "Traveler" means a user who provides Delivery Services through the Platform.
- "User" means any person who accesses or uses the Platform, whether as a Sender, Traveler, or otherwise.

2.2 Interpretation:

- Headings are for convenience only and do not affect interpretation
- Words importing the singular include the plural and vice versa
- References to sections are to sections of these Terms
- "Including" and similar expressions are not words of limitation

3. Platform Services and Relationship of Parties

3.1 Platform Services. Zap provides:

- Technology infrastructure for connecting Senders and Travelers
- User account management and identification services
- Payment assistance and processing services
- Customer support for Platform-related issues
- Trust and safety tools
- Delivery tracking functionality

3.2 Independent Contractors.

a) Travelers act as independent contractors of the Senders, and are not employees, agents, or representatives of Zap.

b) Zap does not direct or control:

- Whether or when Travelers perform the Delivery
- Travelers' means and methods of delivery
- Routing or transportation methods or costs
- Operation of Travelers' businesses

c) Travelers are solely responsible for:

- Determining when and how long to perform Delivery
- Accepting or declining any Delivery request
- All costs and expenses of performing the Delivery
- Compliance with all Applicable Laws

3.3 No Agency. Nothing in these Terms creates any partnership, joint venture, employment, or agency relationship between: a) Zap and any User; b) Senders and Travelers; c) Zap and any third party.

3.4 Limited Authorization. Zap's sole authorization is to act as: a) Limited payment collection agent for Travelers; b) Platform provider facilitating connections between Users; c) Technology service provider.

4. User Accounts and Eligibility

4.1 Registration Requirements. To register for the Platform, you must: a) Be at least 18 years old; b) Have legal capacity to contract; c) Not be barred from using the Platform under Applicable Law; d) Provide accurate and complete information which may be reasonably required to perform the Delivery, use the Platform, and/or comply with Applicable Law; e) Maintain account security; f) Update information to keep it current.

4.2 Account Restrictions: a) Only one account may be registered per person/entity; b) No sharing or transferring accounts is allowed; c) No accessing Platform through unauthorized means is allowed; d) No circumventing account restrictions is allowed. Zap in its sole discretion may terminate an account in case of a breach of these restrictions.

4.3 Verification: a) Upon request, users must provide documentation to verify their identity; b) Zap may conduct background checks where permitted by law; c) Zap reserves right to deny or restrict account access in its sole and absolute discretion; d) Users must maintain current verification status.

4.4 Account Security: a) Users are responsible for maintaining confidentiality of the contents of the packages; b) Users must immediately notify Zap of any unauthorized access to an account or package; c) Users remain liable for all activity under their account; d) Users are required to maintain their Telegram and Zap account in safety, and not share access thereto with any third party.

5. Sender Terms and Obligations

5.1 Package Requirements. Senders must: a) Only send permissible documents and content; b) Accurately describe all documents and content; c) Provide required Documentation, where necessary or requested; d) Provide appropriate packaging for the Package; e) Comply with all Applicable Laws.

Senders are required to provide a complete and accurate description of the contents of the Package and the documents for delivery, including photos where permissible by law, and declare any high-value or sensitive items. Unless properly disclosed and declared prior to commencement of the Delivery, the value of each Package shall be presumed to be equal to AED 10.

5.2 Sender Warranties. Senders warrant that: a) They have all rights necessary to send the Package; b) Package complies with Applicable Laws; c) Package and its contents are accurately described; d) No Prohibited Content is contained in the Package; e) All customs declarations are accurate.

5.3 Sender Acknowledgments. Senders acknowledge: a) Zap does not guarantee delivery times; b) Travelers are independent service providers; c) Delivery subject to Traveler availability; d) Multiple factors may affect delivery; e) Insurance and coverage limitations apply.

5.4 Sender Obligations: a) Provide accurate pickup/delivery information; b) Be available for scheduled pickups/deliveries; c) Respond to Platform communications promptly and politely; d) Pay all applicable fees; e) Comply with Platform policies.

6. Traveler Terms and Obligations

6.1 Eligibility Requirements. Travelers must: a) Meet minimum age requirements for international air travel and legal capacity, as prescribed by Applicable Law; b) Pass background checks where applicable; c) Maintain licenses/permits, if required by Applicable Law; d) Upon request, provide valid proof of right to travel (electronic ticket, boarding pass); e) Maintain accurate profile information.

6.2 Service Standards. Travelers must: a) Complete accepted Deliveries as agreed; b) Follow Platform policies and procedures; c) Maintain professional conduct; d) Protect the Package's safety, security and confidentiality to the highest extent allowed by Applicable Law, and in any event not less than they would in relation to their own Package; e) Provide timely status updates upon request, at the minimum promptly informing the Platform of the: (i) receipt of the Package; (ii) arrival at the destination; (iii) readiness to hand over documents; (iv) flight or transportation delays, or any other change of travel plans which may negatively affect the accepted Delivery time; (v) any damage to the Documents; and (vi) any other factors or force majeure which may hinder the Delivery.

6.3 Compliance Requirements. Travelers must: a) Comply with all Applicable Laws; b) Report any Delivery issues; c) Follow customs procedures; d) Maintain appropriate insurance policies, permits, visas and other Documentation, as may be required by

Applicable Law or regulations to permit the Delivery and/or international travel to destination.

Travelers must familiarize themselves with, and comply with, all Applicable Laws, including customs, transportation, and documentation requirements for each jurisdiction they operate in. Zap may provide links to legal resources but does not assume responsibility for Travelers' compliance. Non-compliance may result in immediate account suspension and liability for damages.

6.4 Prohibited Conduct. Travelers may not: a) Subcontract deliveries or submit the Packages to, or in possession of, any third party; b) Misrepresent status or capacity; c) Engage in fraudulent activities; d) Violate Platform policies; e) Circumvent Platform systems.

7. Fees and Payments

7.1 Fee Structure:

a) Delivery fees payable by the Sender to the Traveler are determined individually, based on the bids submitted by the Senders and the Travelers, and the size, weight, and contents of the Package. Each Delivery fee will be disclosed and suggested to the Sender for approval prior to commencement of the Delivery. Such approval constitutes a binding acceptance of, and an obligation to pay, the Delivery fee.

b) Platform fees are calculated as a percentage of the Delivery fees payable by the Sender to the Traveler. Platform facilitates safe, secure, and private transactions between the parties, and guarantees the Delivery fee payment to the Traveler, upon due and proper completion of the Delivery. Platform fees constitute part of the Delivery fee, and are not charged on top of the Delivery fee. Platform fees include all operational fees, including payment processing fees.

c) To facilitate the Users' payments, Platform may engage payment agents in such jurisdictions or currencies where direct payment may not be possible or feasible. In such case, Senders shall make, and Travelers receive, payments to (from) such payment agent. Platform maintains responsibility for such payment agent's actions to ensure proper and timely collection and distribution of payments. In such case, Platform will inform the User in advance of the payment of the amount payable in such currency (jurisdiction).

7.2 Payment Terms: a) All fees are payable in a currency designated by the User, however, in exceptional cases payments may be made in an alternative currency, upon agreement with the User; b) Payment by the Sender is required before Delivery is completed; c) Sender authorizes Zap to retain the Package in its possession in absence of payment for a term of 30 (thirty) days, upon which Zap is authorized to dispose of the Package; d) Payments are processed automatically through a bank card acquiring / processing service by a third party payment service provider; e) Each Party is liable for its own tax implications, as prescribed by the Applicable Law.

7.3 Payment Processing: a) Zap acts as limited payment collection agent b) Secure payment processing is performed by a third party payment service provider c) Platform shall distribute payment from the Sender to the Traveler, less Platform fees (as applicable in each case), and does not provide escrow services; d) Any disputes related to payments shall be resolved by way of amicable negotiations.

7.4 Cancellations and Refunds: a) Cancellation fees may be applicable in case a Sender cancels the Delivery: (i) before handover of the Package – 0% of the Delivery fee; (ii) upon handover of the Package, but before commencement of the international Delivery – 50% of the Delivery fee; (iii) upon commencement of the international Delivery (Traveler receiving the Package) – 100% of the Delivery fee. In certain cases, due to nature of the Delivery, it may not be possible to return the Package to Sender immediately. In such situations Platform will provide reasonable assistance to the Sender to return the Package, as may be feasible, in a reasonably prompt term.

b) Senders may be eligible for refunds in case the Platform or its technology failure directly caused failure to perform Delivery, and such failure was immediately notified to the Platform's support service and has not been rectified;

c) Processing timeframes

d) Dispute resolution

e) Force majeure conditions.

Refunds may be issued under the following conditions: failure to deliver documents due to traveler negligence, misrepresentation by senders, or cancellation under eligible circumstances as detailed in our refund policy. Refund claims must be submitted within 14 days of the scheduled delivery date. Processing of eligible refunds will be completed within 10 business days.

8. Intellectual Property and Content

8.1 Platform License. Subject to these Terms, Zap grants Users a limited, non-exclusive, non-transferable, revocable license to: a) Access and use the Platform b) View and use Content as authorized c) Participate in authorized Platform activities

8.2 Ownership: a) Platform and Content owned by Zap b) User Content rights specified herein c) Third-party rights reserved d) No implied licenses granted e) All rights not expressly granted reserved

8.3 Restrictions. Users may not: a) Copy, modify, or create derivative works b) Reverse engineer the Platform c) Remove proprietary notices d) Circumvent security measures e) Use Content without authorization

8.4 User Content: a) Users retain ownership of User Content b) License grant to Zap c) Content restrictions d) Removal rights e) No compensation for Content

9. Privacy and Data Protection

9.1 Data Collection and Use: a) As described in Privacy Policy b) Consent to data processing c) Cross-border transfers d) Security measures e) User rights

9.2 Confidentiality: a) Definition of Confidential Information b) Use restrictions c) Protection requirements d) Disclosure conditions e) Survival of obligations

10. Prohibited Activities

10.1 Users may not: a) Violate any Applicable Law b) Send or transport Prohibited Content c) Circumvent Platform systems d) Engage in fraudulent activities e) Harass or discriminate f) Share personal information outside Platform g) Make false statements h) Interfere with Platform operation i) Reverse engineer Platform j) Create unauthorized accounts

10.2 Enforcement: a) Investigation rights b) Suspension/termination c) Legal action d) Cooperation with authorities e) Damages recovery.

11. Disclaimers and Limitations of Liability

11.1 Disclaimers: a) Platform provided "as is" b) No warranties of any kind c) No guarantee of availability d) No liability for User conduct e) Force majeure.

11.2 Limitation of Liability: a) Liability cap at fees paid b) No consequential damages c) No lost profits liability d) Exclusions and limitations apply e) Jurisdictional variations apply.

11.3 Indemnification: Users agree to indemnify and hold harmless Zap, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees payable in advance) arising from or relating to: a) Use of Platform; b) Violation of Terms; c) User Content; d) Unauthorized interaction with other Users; e) Violation of third-party rights.

12. Term, Termination, and Disputes

12.1 Term: a) Effective upon Platform access b) Continues until terminated c) Subject to survival provisions d) Subject to renewal terms e) Subject to modification conditions

12.2 Termination: a) User termination rights b) Zap termination rights c) Effect of termination d) Post-termination obligations e) Data retention

12.3 Dispute Resolution: a) Good faith negotiation b) Mandatory mediation c) Binding arbitration d) Class action waiver e) Small claims exception

13. Governing Law and Jurisdiction

13.1 These Terms shall be governed by and construed in accordance with the laws of Dubai International Financial Center (DIFC), UAE, without regard to its conflict of law provisions.

13.2 Any dispute arising out of or in connection with these Terms or the Platform, including any question regarding existence, validity or termination of any legal relationship hereunder, shall be referred to and finally resolved by arbitration under

the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat of arbitration shall be DIFC, Dubai. The language to be used in the arbitration shall be English. The governing law of the contract shall be the law of DIFC.

14. Miscellaneous

14.1 **Entire Agreement.** These Terms constitute the entire agreement between Users and Zap regarding the Platform.

14.2 **Severability.** If any provision is found invalid or unenforceable, remaining provisions remain in full force.

14.3 **No Waiver.** No waiver of any term shall be deemed a further or continuing waiver.

14.4 **Assignment.** Zap may assign rights and obligations under these Terms. Users may not assign without written consent.

14.5 **Force Majeure.** Neither party liable for delays/failures beyond reasonable control.

14.6 **Notices.** All notices through Platform or registered email.

Contact Information: Zap Internet Platform Ltd.

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