

Terms of Service

Welcome to ParcelTip and thank you for choosing our site and platform. ParcelTip is a site that facilitates peer to peer shipping transactions. We hope that you enjoy our site. By registering for our site or using our services, you are hereby agreeing to the following terms and conditions:

Account Registration

In order to access ParcelTip will be asked to create a user account and provide certain user registration data. Your completion of an account registration will be considered as your attestation that the information you have provided is true and correct and that you will notify of ParcelTip of any changes in user registration information. By creating a user account you are affirming that you have read the user requirements and are of suitable age to create an account with ParcelTip.

If you do not agree with all of the Terms and Conditions set forth on this page, please do not register for ParcelTip. Anyone who does not agree to submit to ParcelTip's terms and conditions is not eligible to be a registered user of our site.

License

If you are eighteen (18) or older, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable license to access ParcelTip. You agree not to license, distribute, make derivative works, display, sell, or "frame" content from ParcelTip, excluding content you create and sharing with friends/family. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post.

Purpose of ParcelTip

ParcelTip is an online peer to peer shipping service. ParcelTip serves as a marketplace for people to communicate regarding peer to peer shipping transactions. ParcelTip allows users who are seeking shipping services to find users who are traveling and able to provide shipping services. The transactions facilitated by ParcelTip will be shipping transactions in which one user will agree to transport and deliver goods for another user. Users who are traveling may RESERVE to deliver parcels for users who are in need of shipping services. Only registered users may post on ParcelTip. ParcelTip does not set terms of a shipping agreement, nor does ParcelTip dictate the fees for peer to peer shipping services except a 16.5% commission on the fee "fee also referred to as Tip". All terms and conditions for ParcelTip transactions should be finalized between the parties in writing through our chat box. To post a parcel that needs delivery you are required to pay a commission of 16.5% indicated by ParcelTip for using our facility from the peer to peer shipping fees, this is deducted from the tip that you will give to the individual who will deliver your parcel.

Payment

Travelers who agree to ship goods for other registered ParcelTip users may negotiate a fee “tip” for their services with the sender. Upon successful completion of the shipping transaction, users who have agreed to cash payments for a transaction may use PayNow, PayPal, Credit Card, Debit Card, Ecocash or other forms of payment e.g Credit Cards to finance their transactions. The payment terms of each transaction are negotiated between the ParcelTip users.

ParcelTip holds the fee/tip, when the transaction is occurring, which will only be released to the traveler less 16.5% commission after the parcel has been delivered. Travelers assume the full risk of entering into a transaction through ParcelTip and agree that any disputes regarding payment will be handled through the dispute resolution processes of PayPal or payment service companies.

Shippers are responsible to pay all taxes, fees, duties or levies imposed by government authorities. Travelers shall not be held liable for these expenses. All such fees should be disclosed up front. In the event of an unanticipated fee or tax, the traveler will complete the transaction and present the shipper with evidence such fees for reimbursement upon successful completion of the transaction.

All users agree that failure to pay for a transaction or complete a transaction for which payment is made will result in immediate suspension of a user’s account or legal actions to recover the payments owed. Reinstatement of such accounts will be done at the sole discretion of ParcelTip.

Conduct

As a user of the ParcelTip you agree to engage in respectful conduct. ParcelTip users must not post obscene materials, nor advertise or seek any services or goods that are prohibited by law. You agree not to harass, threaten or attempt to intimidate other users. You agree that if while using the ParcelTip site or engaging in transactions arising from your use of the site, you violate any of these provisions, ParcelTip has the right to terminate your access to the site and remove all content posted by your account. ParcelTip has full and final discretion in determining conduct that is inappropriate for this application. ParcelTip has the right, at any time, to monitor and/or moderate the activity of users of this site. Please see our Safe Use Policy for a detailed description of the type of content that is prohibited on ParcelTip

Use and General Restrictions

ParcelTip will be available to users who are ages eighteen (18) and older. No user account will be created for a user under the age of eighteen (18). Furthermore, if any user account is later found to be used or accessed by a user under the age of 18, the account will immediately be terminated. As a registered user of ParcelTip you agree (1) not to use the ParcelTip application for any illegal purpose (2) not to post material, including photos, videos and text that is illegal (3) not to post material that you do not have the right to provide, transmit or distribute and (4) to refrain from any activity that may expose ParcelTip, ParcelTip users or yourself or others to harm or liability. By downloading this application our using our site you agree to use ParcelTip for its intended purposes only. Users will not perform any activity that will harm the systems, software of equipment of ParcelTip and its

registered users including but not limited to hacking activities, attempts to breach ParcelTip security systems and inducing viruses, malware, spyware or any other harmful material. ParcelTip is a website intended to be used for the posting of peer to peer shipping services for delivery, personal use, sale or trade. Any other activities will be considered to be for a purpose other than that of ParcelTip and will subject the user to termination of their account.

Account Security

Users are responsible for keeping their account information secure. You will be responsible for all activity occurring under your registered account whether or not it is performed by you. You must notify ParcelTip of any unauthorized use of your account immediately.

Sales and Sending

You hereby agree that ParcelTip is in no way responsible for any transactions that take place as a result of a posting on ParcelTip. You agree that by choosing to enter into a transaction with another ParcelTip user, you are assuming full risk for the transaction and ParcelTip is not responsible for the conduct of any of its users. ParcelTip will not reimburse users for any failed transactions. ParcelTip will only provide information regarding a user involved in a failed transaction when it is required to do so by law.

For users posting shipping services for sale on ParcelTip agree to post only those services which you are able to provide. You agree not to induce another ParcelTip user to compensate you for a transaction and then fail to deliver the good(s) and/or service(s) as agreed upon. You agree enter into all transactions in good faith and act in accordance with the law at all times. **DISCLAIMER.** You agree and understand that states, countries, country bodies, country commissions, country groups may have individual laws protecting its consumers and limiting the ability of consumers to waive certain rights. ParcelTip respects and honors these laws and will not consider any right waived if such waiver is expressly prohibited by law in the user's jurisdiction. Check restricted and prohibited goods in different countries before you post or you deliver.

Disclaimer

You agree and understand that states, countries, country bodies, country commissions, country groups may have individual laws protecting its consumers and limiting the ability of consumers to waive certain rights. ParcelTip respects and honors these laws and will not consider any right waived if such waiver is expressly prohibited by law in the user's jurisdiction.

ParcelTip is not a commercial shipping service. ParcelTip does not provide shipping, carrier, cargo or freight services. ParcelTip does not inspect or deliver packages. Users are solely responsible for arranging shipping services.

Liability

You hereby agree that any claim, cause of action or dispute relating to the Terms and Conditions of ParcelTip or your use of our application will be governed by the laws of the Republic of South Africa. You agree to submit personal jurisdiction to the Republic of South Africa and waive your right to remove any such claims or actions to another jurisdiction. You also agree that any claims or actions must be brought within one (1) year of the date of the incident complained of. If said claims are not brought within one year, you agree that said claims are forever and irrevocably waived by you and your heirs, agents and assigns.

As a registered user you hereby agree that you are solely responsible for your actions. Travelers agree to assume all responsibility of providing shipping services, including compliance with all applicable laws and regulations. Senders agree to assume full responsibility for seeking shipping services and also agree to refrain from engaging in any transaction involving shipping dangerous goods, which are prohibited by all applicable laws and regulations or which may pose a risk of harm to the user transporting their goods.

You agree to be responsible for the items you ship and transport including any legal consequences related to carrying an item that is prohibited by law.

Indemnity

You agree to indemnify ParcelTip for any and all claims arising out of your actions or use of the ParcelTip website, including any transactions agreed to inside the site.

Right to Termination.

You agree that ParcelTip has the exclusive right to terminate your use of the site at any time and for any reason. ParcelTip will notify users whose access is terminated via email.

Reservation of Rights

ParcelTip reserves the exclusive right to make changes to the ParcelTip site, its platform, terms and conditions or services at any time without notice. ParcelTip users are responsible for reviewing the Terms and Conditions on a regular basis to be advised of any changes.

Feedback

ParcelTip welcomes your feedback. Any feedback provided ParcelTip including but not limited to ideas, suggestions, improvements or questions will not be treated as confidential and will become the sole property of ParcelTip regardless of the nature of the information. Any information considered by a user to be his or her own intellectual property will become the intellectual property of ParcelTip immediately upon submission to ParcelTip. Users who submit material of any type to ParcelTip will not be entitled to compensation of any kind. ParcelTip will have the sole right to

reproduce, utilize, share any feedback submitted by users. ParcelTip will also have the sole right to create derivative works based upon user feedback. User feedback may be submitted to hello@parceltip.com

Protection of user rights

ParcelTip is committed to protecting its users against infringement. ParcelTip will comply with the Digital Millennium Copyright Act and all other intellectual property laws when notified of an alleged infringement by a user. ParcelTip will investigate all such allegations and will take appropriate actions including removing or disabling access to the materials involved in the infringement. You should report any materials available on ParcelTip that infringe on any copyright you own or control or that makes a link available to an external site that contains copyrighted material that you own or control. Notice of alleged infringements must be reported to ParcelTip in writing and sent to ParcelTip via fax or regular mail. This notice must include the signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work you are alleging to be infringed upon; a description of the location where the infringed material is located on the ParcelTip site; detailed contact information for the person authorized to act on behalf of the owner of the copyright interest; and a signed statement by the person authorized to act on behalf of the copyrighted interest stating that the infringement report is being made in good faith and that the information contained in the infringement report is accurate and that you are the owner of the copyrighted interest or authorized to act on his or her behalf. This information should be sent to ParcelTip either by mail or fax at: 6 Hodson Ave, Alex Park, Harare, Zimbabwe

Please note that you may be held responsible for any costs associated with the investigation of a false report of infringement.

Safe Use Policy

This Safe Use Policy covers all postings and transactions made through ParcelTip's website.

ParcelTip has the exclusive right to take action to protect itself and its users at any time. ParcelTip may limit or disable a user's account if it is believed that ParcelTip or its members are at risk for any reason. Violating this policy, or any other ParcelTip policy may result in temporary or permanent limitation of your user account.

Any ParcelTip user whose account is permanently limited or disabled may not directly or indirectly open a new ParcelTip account or engage in transactions through ParcelTip.

Prohibited Items

Shippers, senders, travelers and deliverers agree that all items transported in a ParcelTip transaction must be acceptable for transportation. Shippers, senders, travelers and deliverers agree that both parties shall inspect the item or items to be transported thoroughly prior to allowing the item

to be transported and immediately cancel the transaction if either party, for any reason, believes that the item or items presented for transportation are classified as prohibited.

Items which are specifically unacceptable and unable to be ship include, but are not limited to:

- Hazardous Materials (as classified by the International Air Transport Association, International Civil Aviation Organization and/or the European Road Transport Regulations)
- Items that require a customs declaration, but none has been made.
- Counterfeit goods or currency;
- Stolen property;
- Alcohol;
- Animals;
- Firearms, ammunition and explosives;
- Human remains;
- Pornography;
- Narcotics or other illegal drugs;
- Any product or item related to illegal activities;
- Any item that is prohibited by law in the place or origin, the intended destination or any location through which the item will be transported during travel; and
- Items that are offensive or violent in nature.

Restricted Items

There are some goods that are able to be legally transported, but require certain approvals or permissions. Any product with a specific transportation limitation must be fully disclosed to the traveler prior to transport. The traveler has the right, at any time, to refuse to transport an item that has a specific transportation restriction. Examples of goods with transportation restrictions include, but are not limited to:

- Lithium-ion batteries;
- Aerosols and flammable liquids;
- Weapons and/or knives;
- Medication;
- Restricted chemicals;
- Temperature sensitive items; and

Full Disclosure

ParcelTip users must also provide full disclosure to travelers and deliverers, prior to travel if the item being shipped is a high value item, fragile or in need of special handling. Travelers may refuse to transport any item that meets these criteria.

Secure Transactions

All transactions between travelers, senders, deliverers and shippers maybe be done within the ParcelTip website for the protection of our users. All financial transactions must be completed via either PayPal. Any traveler who agrees to complete a transaction outside of ParcelTip or accept payment through methods other than those described above assume the full risk for their transaction.

Personal Safety

The safety of our users is of utmost importance to ParcelTip. Users must, first and foremost, act in a manner that protects the safety of all parties involved in a ParcelTip transaction. All in person meetings between travelers, senders, deliverers and shippers should occur in a previously agreed upon, public location. Users are never required to travel to the home of a traveler, sender, deliverer, shipper or recipient if they are uncomfortable doing so. Users entering in to a transaction should make and agree upon travel and delivery arrangements only if both parties are comfortable with those arrangements. A user will never be penalized for declining to enter into a transaction in which the user feels unsafe. If, at any time, a traveler feels unsafe in attempting to deliver an item, he or she must contact the shipper to make alternate arrangements for shipping and/or delivery.

Reporting Safety and Security Concerns

Users must report any concern regarding the safety and security of any ParcelTip user, member of the general public or government or law enforcement official to ParcelTip immediately. This should be done by emailing hello@parceltip.com. If the concern is one of immediate danger to any person or place, please call the appropriate authorities immediately.

Privacy Policy

Protecting Your Privacy

This privacy policy details the privacy practices for ParcelTip. The policy is intended to apply to the information contained in or collected by this application. ParcelTip takes the privacy of its users seriously and therefore, in accordance with our intention to protect our users, ParcelTip will do the following:

- Take proper precautions to protect against and prevent unauthorized access to or misuse of your personal data and information;
- To refrain from sharing, selling or allowing any type of access to your data by any third party, excluding ParcelTip for marketing or promotional use;
- Protect any sensitive information entered in to our application both online and offline;

- Use encryption techniques, where applicable, to further protect any data entered into our application by our users;
- Refrain from granting access to any personal information to any employee of ParcelTip for any purpose other than when absolutely necessary to perform a certain job related task.

Data Collected From Users

In order to operate ParcelTip and provide our users with products and services that may be of interest, ParcelTip may collect personal information or demographic information about our members. ParcelTip does not collect or retain personal or demographic information from anyone under the age of 18 because ParcelTip requires all users to be at least 18 years of age to register.

ParcelTip may use your email address and other personal information to communicate with you regarding your activity on the site. ParcelTip may also review all demographic data of its users and use said information to tailor our site and communications to your interest.

ParcelTip allows users to post offers and requests for peer to peer shipping services. This will often include travel itineraries or a listing of goods intended to be shipped. Any information posted by a registered user will be viewed as posted with consent and therefore disclosure of such information is not a privacy violation. ParcelTip users must be mindful of the content they post and understand that once content of any kind of is posted in the public forum ParcelTip provides for its members the content is viewable by other ParcelTip members and limited information on posts to the general public. This, however, does not include any and all data provided to ParcelTip by a member via Facebook as part of our social activities. Examples of data that will be considered as having consent to share include, but are not limited to:

- Data you submit through the application in transport or ship goods;
- Any review, comments or questions posted through ParcelTip; and
- Any other content provided by the user through any part of the ParcelTip website.

Use of Data Collected

ParcelTip will use and process the information entered by users and collected during the registration process and any and all information posted on the public forum in ParcelTip. This data will be used in the following ways:

- To improve the ParcelTip website for its users;
- To identify additional programs or applications that may be desirable to users of ParcelTip;
- For the marketing purposes of ParcelTip, such as to identify companies to advertise through the application;
- To communicate administrative or technical assistance information to users;
- To investigate disputes between members or complaints by members using the application; and

- To operate the ParcelTip application and optimize its performance in ways that are beneficial to users.

By using the ParcelTip website, you are representing that you understand and agree that all information submitted by you on the ParcelTip site becomes the property of ParcelTip and may be used by ParcelTip in accordance with this Privacy Policy and Terms and Conditions.

Data Disclosure To Third Parties

ParcelTip may share information about our users with advertisers, business partners, sponsors or other third parties; however, this is only demographic type information. No user-specific information will ever be shared with the above referenced parties without your express written consent.

There are certain circumstances under which we may be required to disclose data about you, as a user of the ParcelTip website. You also have the right, at any time, to request full disclosure of all data being used and/or stored about you by ParcelTip. We may disclose your data, without additional consent to vendors and services providers who are working on behalf of ParcelTip in response to legal requests such as Court Orders and subpoenas; in connection with a merger, bankruptcy or sale/transfer of the assets of ParcelTip to another company; and to protect the rights of ParcelTip and/or the general public. Data will also be released to any party you designate, if such designation is done in writing and bears your signature to indicate your consent to the disclosure.

Data Storage

ParcelTip will retain user data for as long as it is reasonably necessary for business purposes or in accordance with the record retention policy of the state of The Republic of South Africa.

International Users

ParcelTip is a United Kingdom and Zimbabwean based website. As an international user you are hereby agreeing to allow ParcelTip to apply the same privacy, data storage and data disclosure policies as those which apply to users based in various countries.

Changes

ParcelTip has the exclusive right to change this privacy policy at any time. Any changes to this policy will be posted to the ParcelTip website and will be considered effective on the date of posting.

Questions

If you have further questions about this policy or other specific privacy concerns please contact us at hello@parcelpip.com