

Last update: January 25, 2024

# Terms Of Service

## INTRODUCTION

These terms and conditions are extended to our customers (referred to as “Users” and “You”) of CrowdCargo, signifying that utilizing our services implies an agreement (the “Agreement”) to abide by these terms. They are applicable across all CrowdCargo applications, encompassing the web platform, APIs, software applications (“Apps”), and/or payment platforms provided by CrowdCargo (the “Platform”).

**By accessing, downloading, or utilizing the Platform or any of its associated applications, offerings, or services (collectively, the “Services”), you are consenting to abide by these Terms of Service, our Privacy Policy, and our Merchant Service Agreement. If you are using the Platform on behalf of an organization, you confirm that you have the authority to bind that organization to these Terms of Service. Failure to agree to these Terms of Service, our Privacy Policy, or our Merchant Service Agreement prohibits access or use of the Platform or any associated Services. It's your responsibility to periodically review these documents for changes, as continued use of the Platform or its Services after modifications constitutes acceptance of the revised terms.**

## **ARBITRATION NOTICE:**

These Terms contain a binding arbitration provision. You agree that, except for certain types of disputes described in the arbitration provision below, all disputes between you and CrowdCargo will be resolved by arbitration.

CrowdCargo may update these Terms from time to time, and the latest version will be posted on the Platform. By accessing the Platform after the Terms are updated and posted, you agree to those changes. Accordingly, you should periodically review these Terms as they appear from time to time on the Platform. Material changes will be conspicuously posted on the Platform.

Without prejudice to CrowdCargo's other rights under these Terms, if you breach these Terms in any way, CrowdCargo may take such action as CrowdCargo deems appropriate to deal with the breach, including suspending your access to the Platform, prohibiting you from accessing the Platform, blocking computers using your IP address from accessing the Platform, contacting your internet service provider to request that they block your access to the Platform and/or bringing court proceedings against you.

We may collect certain information from your use of the Platform as set forth in our [Privacy Policy](#), which is incorporated into these Terms by this reference, and your use of the Platform constitutes your consent to the information collection, use, and sharing as set forth in our [Privacy Policy](#).

## 1. USER OBLIGATIONS

We grant you a limited, non-exclusive, non-transferable, and revocable license to use the Platform, subject to the Terms and the following restrictions in particular:

- i. Responsibility to provide accurate information: You warrant that all information you provide to us in connection with your access to and use of the Platform is true, accurate, and complete to the best of your knowledge and belief.
- ii. Age Requirement: Our platform is exclusively designed for individuals aged 18 years or older, in compliance with the authorized legal age in Nigeria. We do not engage with or gather personal information from individuals under the age of 18 intentionally.
- iii. To ensure compliance and avoid any legal issues, please adhere to both the law and our policies. This means refraining from any action that may infringe upon the rights of others, violate the law, or breach any contracts or legal obligations you may have with any party. Additionally, you must not violate any of CrowdCargos policies, rules, or guidelines, nor should you violate any applicable laws, statutes, ordinances, or regulations.
- iv. Respect the rights of others: You may not threaten, abuse, harass, defame, or engage in behaviour that is libellous, tortious, obscene, profane, or invasive of another's privacy.
- v. Respect the property of others: Do not distribute software viruses or any other programs designed to interfere with (i) the proper function of any software, hardware, or equipment on the Platform or (ii) the use of the Platform by any other User.
- vi. Do not engage in activities that affect the functioning of the Platform: You must not bypass any measures that we have put in place to secure the Platform, take actions to gain unauthorised access to any system, data, passwords, or other CrowdCargo or User information or services, reverse engineer or take part in any aspect of the Services to access any underlying information, or use any kind of software to "crawl" or "spider" any part of the Platform.
- vii. Fees: There are no fees for creating an account on the Platform. You will, however, be responsible for any service charges deducted as a result of the services used on the Platform.
- viii. Fraud: You shall not use the Platform or any of the services offered by CrowdCargo in connection with any illegal or fraudulent business activities under any laws or regulations of any applicable jurisdiction. Violation of any of the Terms: We reserve the right to terminate, suspend, or take any other action related to your use of the Platform or Services. You may not access the Platform or services if we have prohibited you from doing so.

- ix. Right of Use: We grant you the right to use this Application only for your personal and/or business use on the electronic devices that you own or control as permitted by any terms of use required by such electronic devices.
- x. Duty of Care: You accept responsibility for creating and safeguarding your password that keeps your account and banking details secure and agree that there are risks attached to the use of an online financial system and accept full responsibility for any account breaches that may occur through your action and/or inaction.

## **2. USER-GENERATED CONTENT**

We may host user-generated content from our users. We do not actively monitor or screen this content. If you access our Services, you may come across user-generated content that you find offensive or upsetting. We bear no responsibility for such user-generated content, and your sole remedy is to stop viewing the content. If available, you may also click the 'Report' button to report offensive user-generated content to us. We will review reports and, if necessary, take appropriate action under our content moderation policy. Repeated violations may result in account termination.

## **3. INTELLECTUAL PROPERTY RIGHTS**

### **3.1. CrowdCargo Websites**

The Website (and any other website operated by us) may feature third-party offers and enable product searches. We do not warrant that product descriptions, pricing, search results, user ratings and reviews or any other content on any such website are accurate, complete, reliable, or current. This information is provided for informational purposes only and does not constitute an endorsement by us of any product, service, or vendor.

### **3.2. Intellectual Property**

"www.crowdcargo.io", "CrowdCargo", and all related logos, trademarks, patents, products, and services described on any other operated by CrowdCargo (including the Website) and any mobile application operated by CrowdCargo (including the App) are either trademarks or registered trademarks of CrowdCargo or its affiliates or licensors. You may not copy, imitate, or use them without CrowdCargo's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of CrowdCargo. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by CrowdCargo through our vendor services, SMS tools, promotional tools, or affiliate programs without prior written consent for the purpose of directing web and SMS traffic to the service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to CrowdCargo or the Service or display them in any manner that implies

CrowdCargo's sponsorship or endorsement. All rights, titles, and interest in and to any website operated by CrowdCargo and any content thereon is the exclusive property of CrowdCargo and its licensors. Certain other product or service names, brand names and company names may be trademarks of their respective owners.

### **3.3. License Grant**

Certain of the Services provided by CrowdCargo may require the use of platform applications (collectively, the 'Platform') owned by CrowdCargo Limited and its licensors. We grant you a limited, nonexclusive license to use the CrowdCargo Platform solely in accordance with this Agreement and any user documentation we provide, including updates, upgrades, new versions, and replacements of the Platform (all collectively referred to as the 'Platform'). This license is for your personal use only, and it extends to your use of the Platform on a device that you own or control, subject to the usage rules set forth for your specific device.

You may not rent, lease, or transfer your rights in the CrowdCargo Platform to a third party. You must comply with the implementation and use requirements for the CrowdCargo Platform, as outlined in this Agreement or any Services documentation we provide. Failure to comply with these requirements may result in liability for damages to you, us, or third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile, or attempt to create any source code derived from the platform.

You acknowledge that all rights, titles, and interests in the Platform are owned by CrowdCargo. Your rights to use the Platform cease immediately upon termination of this Agreement, and you must delete all copies of the Platform.

The Platform, including its content, is exclusively the property of CrowdCargo Limited or its suppliers and licensors and is protected by copyright, trademark, and other intellectual property laws. Unauthorized use of our trademarks or intellectual property is strictly prohibited and may be prosecuted to the fullest extent of the law.

No other use of the platform content is permitted without our express written permission and, where applicable, the permission of the copyright holder.

The Platform may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. Other trademarks, service marks, or logos that appear on the platform are the property of their respective owners and may not be used without the express written permission of the applicable trademark owner.

## **4. USER INFORMATION**

Your information remains your property. When you submit your information to the platform, you agree to the following terms:

- i. Use your information: You grant us the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, and transferable right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to your information.
- ii. Rights to your information: You represent and warrant that:
  - (a) you have all licenses, rights, consents, and permissions necessary to grant the rights set forth in these Terms to us;
  - (b) your information does not and will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these Terms or applicable law; and
  - (c) We do not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use of your information, or have any liability to a User or any other party as a result of our use of your information.

## **5. CUSTOMER PROTECTION CLAUSE AGAINST THEFT, FRAUD, SECURITY AND OTHER RELATED OFFENCES**

The clause covers deliberate actions and inactions by the Runner that may affect the customer, the merchant and CrowdCargo.

In the unfortunate event of a Runner being involved in theft, a security breach, operating under the influence, blackmail, or other related offences that may cause harm to the customer, merchant, and CrowdCargo concerning their involvement with CrowdCargo the following steps would be taken:

### **Investigation Process:**

- Incident Reporting: Upon receiving a report, CrowdCargo will promptly initiate an internal incident report. Depending on the severity of the report, CrowdCargo may take reasonable actions to suspend the runner until further investigations are concluded.
- Runner Interview: The involved runner will be requested to provide an account of the incident, including any relevant details.
- GPS Tracking Data: Given that runners operate on bikes and cars on the road, CrowdCargo will leverage GPS tracking data to verify the runner's location during the reported incident.
- Witness Statements: Any available witness statements from customers or bystanders will be collected to corroborate the incident.

- Police Cooperation: In cases where the severity of the incident warrants police involvement, CrowdCargo will cooperate fully with law enforcement to conduct a thorough investigation.

#### Legal Consequences:

- If, following the investigation, it is established that the runner is responsible, CrowdCargo reserves the right to take legal action against the erring Runner.
- Legal proceedings may include filing a police report, cooperating with law enforcement agencies, and pursuing legal measures to ensure accountability.

#### Financial Liability:

- The Runner found guilty may be held financially responsible for any damages incurred by the customer and CrowdCargo, as well as any costs associated with the investigation and legal proceedings.

#### Zero Tolerance Policy:

- CrowdCargo maintains a zero-tolerance policy for theft, a security breach, operating under the influence, blackmail, or other related offenses. Any Runner found in violation of this policy will face immediate termination of their engagement with CrowdCargo.

#### Customer Support:

- Throughout this process, CrowdCargo will provide full support to the affected customer, keeping them informed of the investigation's progress and taking appropriate measures to rectify the situation.
- This clause is designed to underscore CrowdCargo's commitment to customer satisfaction, safety, and a secure and trustworthy delivery service while considering the unique operational context of runners on the road.

## **6. NO WARRANTY**

The platform, services, user information, and any other materials made available through the use of the platform or services are provided on an 'as is' and 'as available' basis, without any warranty of any kind. CrowdCargo makes commercially reasonable efforts to ensure that all material, information, and data on the platform are accurate and reliable, but accuracy cannot be guaranteed.

Use of the platform is at your sole risk. You alone are responsible for any damage to your computer or mobile hardware, software, systems, and networks, any loss of data that results from the download of any information from the platform, and any other damage that may be incurred.

To the extent permitted by applicable law, CrowdCargo and its affiliates shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use the platform, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, even if CrowdCargo has been advised of the possibility of such damages.

CrowdCargo disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You are encouraged to regularly back up your data, and CrowdCargo shall not be responsible for any data loss.

## **7. LIMITATIONS ON LIABILITY**

Unless stated in the Additional Terms, in no event shall the Covered Parties (referring to the service provider and its affiliates) be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary, or punitive damages whatsoever, regardless of the cause. This includes losses and damages:

Resulting from the loss of use, data, reputation, revenue, or profits.

Based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action.

Arising out of or in connection with your use of or access to the Services and Software. However, nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of Crowdcargo or its employees, death, or personal injury.

Our total liability in any matter arising out of or related to the Terms is limited to the greater of

- a. US \$100 or its equivalent in Naira.
- b. The aggregate amount that you paid for access to the Services and Software during the three-month period preceding the event giving rise to the liability.

We will have no liability for any matter arising out of or related to the Terms.

## **8. INDEMNIFICATION**

Except to the extent that any loss is due to a Party's (the "Non-Breaching Party") negligence, willful default or fraud or that of the Non-Breaching Party's employees or Non-Breaching Party's affiliated companies, the other Party will indemnify the Non-Breaching Party against all costs, losses, claims and expenses which may be incurred or made by the Non-Breaching Party arising as a result of or in connection with this Agreement.

## **9. FORCE MAJEURE**

Performance of any duty or obligation hereunder by either party may be excused (until the cessation of the force majeure event) if prevented by acts of God, information providers or other service providers, the public enemy, war, terrorism, any accident, explosion, fire, or any epidemic or pandemic whether global or local. Storm, earthquake, flood, strike, computer outage or virus, telecommunications failure, or any other circumstance or event beyond a party's reasonable control.

## **10. TERM AND TERMINATION**

These Terms shall commence upon your initial use of the Platform and continue until the earlier of

- a.** termination of your rights to use the Platform by CrowdCargo or
- b.** your ceasing to use the Platform.

We may, in our sole discretion and with or without cause, terminate these Terms without notice or liability, including if you breach these Terms, if you act in an abusive manner, if you act in a manner inconsistent with local, state, or federal laws or regulations, or if it becomes no longer commercially viable to provide the Platform to you. Upon any termination of these Terms or your account, you must promptly cease accessing and using the Platform.

## **11. PRIVACY AND DATA PROTECTION**

Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy and protecting your data, as well as our use and disclosure of your information. If you receive information about another CrowdCargo customer through the Services, you must keep the information confidential and only use it in connection with the service. You may not disclose or distribute a CrowdCargo user's information to a third party or use the information for marketing purposes without that user's express consent.

## **12. VAT INCLUSION**

All prices displayed on this platform are inclusive of applicable Value Added Tax (VAT) unless otherwise stated. Users engaging in commercial activities on this platform, such as selling goods or services, are responsible for understanding and complying with VAT regulations in their respective jurisdictions.



For a better understanding of products and services that are VAT-inclusive, users can visit the [website](#) of the Federal Inland Revenue Service (FIRS). The FIRS website provides valuable information on VAT regulations, exemptions, and other relevant details.

The platform reserves the right to modify or adjust prices, including VAT rates, at any time, in compliance with relevant laws and regulations. Any changes to VAT rates will be communicated to users in a timely manner.

By using this platform and making payments, users acknowledge and agree to the inclusion of VAT in the displayed prices, as well as their responsibility to comply with applicable VAT regulations in their respective jurisdictions.

### **13. RESTRICTIONS ON YOUR USE OF THE PLATFORM AND COMPLIANCE WITH THE LAWS**

You agree to only access and use the platform as expressly authorized in these Terms.

You shall be responsible for complying with all local, state, and federal laws and regulations that apply to your access or use of the Platform.

You may download and print one copy of the Platform's visible content for your personal and noncommercial use, provided you do not modify or delete any copyright, trademark, or other proprietary notices.

You will not: misrepresent your identity or your affiliation with any other person or organization; or interfere with or disrupt the Platform or Services or networks connected to the Platform.

User activities that aim to render the Platform or Services inoperable or to make their use more difficult are forbidden.

You specifically agree not to:

- a. reverse engineer, decompile, disassemble, or derive the source code of the Platform;
- b. copy, publish, license, rent, modify, or create derivative works of the Platform;
- c. use the Platform to infringe the patent, copyright, trademark, trade secret, or other intellectual property rights of any third party or any third-party rights of publicity or privacy;
- d. use the Platform to post, transmit, or propagate any virus, Trojan horses, worms, time bombs, cancelbots, malware, adware or another computer programming that may damage, interfere with, surreptitiously intercept, or expropriate any system or data;
- e. use the Platform in violation of any applicable law, statute, ordinance or regulation or for unlawful purposes;
- f. gain or attempt to gain unpermitted access by any means to any CrowdCargo Platform, network, or database;

- g. file copyright, trademark, patent, or other intellectual property applications that include the Platform or any portion thereof;
- h. access, use, or copy any portion of the Platform, including any of its content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms, or harvest or collect email addresses or other contact information of other users of CrowdCargo's services by electronic or other means;
- i. use the Platform in a manner that restricts or inhibits any other person from using or enjoying CrowdCargo's services or that may expose us or our customers to any harm or liability of any type;
- j. engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the platform for purposes of creating or compiling that content for any purpose other than your authorized use of the Platform as permitted by these Terms; or
- k. provide inaccurate, incomplete, or out-of-date information via the platform, provide information via the platform to which you do not have sufficient rights or permissions to use or provide to CrowdCargo, or commit fraud or falsify information in connection with your use of the Platform.

CrowdCargo reserves the right to investigate you and your use of the Platform by engaging public and private organizations, including without limitation collection agents, private investigators, and applicable local, state, and federal agencies. We further reserve the right to take any action against you that we, in our sole discretion, deem appropriate, where we perceive there has been a breach of this Terms of Service, and Platform Agreement including without limitation by suspending access to the platform and terminating these Terms as described above, by reporting you to law enforcement authorities, or by taking other measures as may be permitted by law.

#### **14. BREACHES TO THESE GENERAL TERMS**

If we permit the registration of an account on the CrowdCargo app it will remain open indefinitely, subject to these general terms of service

If you breach these general terms of service, or if we reasonably suspect that you have breached these general terms of service or any other applicable terms, policies or guidelines in any way we may

- a. Temporarily suspend your access to our platform
- b. Permanently prohibit you from accessing our platform
- c. Block computers using your IP address from accessing our platform
- d. Contact any or all of your internet service providers and request that they block your access to our platform;
- e. Suspend or delete your account on our platform; and/or
- f. Commence legal action against you, whether for breach of contract or otherwise

Where we suspend, prohibit or block your access to our platform or a part of our marketplace you must not take any actions to circumvent such suspension prohibition or blocking (including without limitation creating and/or using a different account.

## **15. ENTIRE AGREEMENT**

These general terms of services and other applicable CrowdCargo terms, policies and guidelines shall constitute the entire agreement between you and CrowdCargo in relation to your use of our platform and shall supersede all previous agreements between you and us in relation to your use of our platform.

## **16. HIERARCHY**

In the event of any inconsistencies arising among these terms of service, the Merchant Agreement, Riders Agreement, and other pertinent CrowdCargo terms, policies, and guidelines, precedence shall be given to these general terms of service as outlined in the order provided.

## **17. ELECTRONIC COMMUNICATIONS**

These Terms and any other documentation, agreements, notices, or communications between you and CrowdCargo may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference

## **18. CONTACT US**

Please direct any questions and concerns regarding these terms to us by email at **help@crowdcargo.io**.

## **19. GOVERNING LAW**

These terms shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria applicable to agreements made and wholly performed therein. Subject to Clause 14, the venue is exclusively in the state or federal courts, as applicable, with jurisdiction over the Federal Republic of Nigeria, with respect to any dispute arising under these Terms unless otherwise determined by CrowdCargo in its sole discretion. The parties expressly agree to the exclusive jurisdiction of such courts.

## **20. LEGAL DISPUTES SUBJECT TO ARBITRATION, DISPUTE RESOLUTION, AND CLASS ACTION WAIVER**

Please read the following paragraphs carefully because they require you to arbitrate disputes with CrowdCargo and provide the guidelines by which you can seek relief from us.

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity of these Terms, contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to interactions between users); and claims that may arise after the termination

of these Terms (together, “Disputes”) shall be resolved by binding arbitration on an individual basis as set forth in these Terms (this “Arbitration Agreement”).

Any institution of any action for injunctive relief will not constitute a waiver of the right or obligation of either party to submit any claim seeking relief other than injunctive relief to arbitration. This Arbitration Agreement applies to you; CrowdCargo; CrowdCargo’s affiliates, sponsors, enablers, and supporters; CrowdCargo’s and its affiliate’s respective directors, officers, employees, owners, agents, predecessors in interest, successors in interest, and assigns; authorized and unauthorized users or beneficiaries of the Platform; and any third-party beneficiaries.

By agreeing to these Terms, you agree to resolve any and all disputes with CrowdCargo as follows:

**Pre-Arbitration Dispute Resolution:**

For any and all Disputes you may have against CrowdCargo, whether pursued in court or arbitration, you must first give us an opportunity to resolve the Dispute informally by contacting us through the Contact Us link with the following information:

- a. your name,
- b. your address,
- c. a written description of your claim, and
- d. a description of the specific relief you seek.

If we do not resolve the Dispute within ninety (90) days after receiving your notification, then you may pursue resolution of the Dispute in Arbitration.

Arbitration proceedings will be administered in accordance with the provisions of the **Arbitration and Conciliation Act, Cap. A18 Laws of the Federation of Nigeria 2004 (the “Arbitration and Conciliation Act”)**, or any statutory re-enactment or modification thereof before one arbitrator chosen by agreement of the parties.

If the parties fail to reach an agreement on the arbitrator within 30 days after service of the demand for arbitration, the arbitrator will be chosen by the Chairman of the Chartered Institute of Arbitrators UK, Nigeria branch.

The decision of the arbitrator will be final and binding. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties will share equally in the costs assessed for the arbitration and each party will bear its own attorneys’ fees and costs. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action. The parties understand that they would have had a right or opportunity to litigate disputes through a court, to have a judge or jury decide their case, and to participate in a class action or other proceeding involving multiple claimants, but they have instead chosen to have Disputes decided through individual arbitration.

The place of arbitration will be Lagos, Nigeria unless otherwise agreed to in writing by all parties to the arbitration. Any and all actions taken under this Arbitration

Agreement, including all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.

## **21. INTERPRETATION; GENERAL**

These Terms, including our Privacy Policy and any terms or conditions incorporated by reference herein, are the entire agreement between you and CrowdCargo with respect to your access to and use of the Platform. These Terms shall not be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign, sublicense, or otherwise transfer any right or obligation set forth herein without CrowdCargo's prior written consent. Any purported assignment in violation of the preceding sentence is void and of no effect.

These Terms are binding upon and will inure to the benefit of the parties' respective successors and permitted assigns. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, dispute resolution, or limitation of our liability) will continue in effect beyond any termination of these Terms or of your access to the Platform. No failure of CrowdCargo to exercise or enforce any of its rights hereunder will act as a waiver of such rights. Any waiver of any provision of these Terms will be effective only if in writing and signed by CrowdCargo. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be considered severable from the remaining provisions, and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms. Except as may be otherwise expressly provided herein, all remedies provided for herein shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise. These Terms do not confer any rights, remedies, or benefits upon any person other than you, except that our affiliates are third-party beneficiaries of these Terms.

## **22. SEVERABILITY**

If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

## **23. UPDATE OF TERMS**

We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. Any such changes will not apply to any dispute between you and CrowdCargo arising prior to the date on which we post the revised Terms incorporating such changes or when the Terms otherwise become effective. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Software confirms your acceptance of the changes. If you do not agree to the amended Terms,

you must stop using our Services and Software and, if applicable, cancel your subscription.

\* By agreeing to these Terms of Service, you acknowledge that you have read and understood our [Privacy Policy](#), [Safety Policy](#), [Return/Refund Policy](#), and Service Level Agreements ([Runners](#) and [Merchants](#)), which are incorporated herein by reference.