# Terms of Service

These Terms of Service are effective from June 10, 2022

### § I. PREAMBLE

or

- 1. Terms of Service comply with local legislation. These Terms of Service are applied to all services, products, mobile applications, websites, and content, together referred to as "Products" and/or "Services", managed by Teleporting, Inc.
- 2. These Terms of Service do not apply to any third-party services or websites linked from or integrated in any service or website of Teleporting, Inc. Such third parties have their own Privacy Policies and Terms of Service, which Teleporting, Inc. does not control in any way.
- 3. When these Terms mention "Teleporting, Inc." "we," "us", "our", "ours" or "Administrator" it refers to the Teleporting, Inc.
- 4. By registering to Our web pages and/or uploading Our applications, Users declare that they are aware, understand, and accept in full any and all of the following provisions of these Terms of Service. "Users" within the meaning of these Terms of Service are individuals entitled to registration under the terms of Section III below.
- 5. All "Products" and/or "Services" are owned by Teleporting, Inc. registered according to the local legislation
- 6. These Terms of Service have been drawn up by the Administrator and may be amended and/or supplemented:
  - (a) by mutual written consent of the User and Administrator. Such amendment will only have an effect on relations between the Administrator and the User concerned, and will not apply to any other User.
  - (b) unilaterally by the Administrator. Such amendment enters into force for all the registered Users after the publication of the amendment. Teleport may also publish additional notices about amendments on social network pages and on our other websites. Local legislation applies to these Terms of Service and all relations between the Administrator and Users with respect to use of Products and/or other Services provided by Us.
  - 7. All claims relating to the use of Products and/or Services arising between the Users upon and/or in connection with these Terms of Service, including disputes arising from or concerning their interpretation, invalidity, performance or termination of the relationship between the User and the Administrator, as well as discussions regarding filling gaps in the General Conditions or their adaptation to new circumstances shall be resolved by the local legislation.

# § II. DESCRIPTION OF THE SERVICES

 Teleport is an online platform that facilitates a connection between Senders (individuals/entities who initiate sending processes: senders and receivers) and Carriers (individuals/entities who travel anyway for work, education, business, or leisure to that certain destination, have some available space for carrying in coordination with other public and private activities).

- 2. A Sender may create an order ("Order") on the Teleport App describing the Parcel (an object or collection of objects to be sent or received via the carrier registered in the Teleport App) and the price willing to pay upon its successful delivery to the Destination ("Transportation fee"). The Transportation fee can be fixed or open for bids.
- 3. A Carrier may create a trip on the Teleport App regarding travel plans in coordination with other public and private activities ("Trip").
- 4. Through our matching system the "Order" and the "Trip" can match together and the Users can accept it or find more acceptable for them trips and orders manually.
- 5. A Carrier may either accept an Order by accepting Sender's terms or may negotiate a price ("Biding") if the Transportation fee is open for bids. Once the Sender and Carrier agree upon the terms of each Deal, the Carrier and the Sender enter into an agreement ("Deal Agreement") regarding the delivery of the Parcel by the agreed price. The Deal Agreement is binding after the Carrier and Sender confirm successful delivery of the Parcel.
- 6. Once the Sender and the Carrier accept the Deal each of them is obliged to pay 10 (ten) percent for Matching Services ("Teleport fee") in order to get the phone number of the opposite party to agree and arrange parcel delivery related all conditions. Upon Teleport fees payment from both parties, the phone numbers will be unveiled for them.
- 7. Once the Sender and the Carrier contact each other and agree on delivery conditions, the Sender must pay a Transportation fee in order to transfer the parcel to the Carrier. Only after the Sender transfers the parcel the Carrier can take it.
- 8. The Carrier is obliged o carefully examine the parcel and its full content prior to the transportation to make sure it does not hide or contain illegal or prohibited item(s). If the Carrier has any suspicion that the parcel to be carried may contain illegal or prohibited item(s), the Carrier has the right to refuse to proceed with the delivery of the parcel.
- 9. The Parties can cancel the deal before the parcel is taken by the Carrier. After the Carrier takes the parcel from the Sender, the Parties have no opportunity to cancel the deal and the only possibility to make some changes or report about the problem is contacting the Teleporting, Inc. Support team ("Support").
- 10. When the Parcel is delivered to the "Receiver" (an individual or entity who receives the Parcel according to the Order) the latter can accept the Parcel or contact Support by mentioning the reason for rejection. If the reason of rejection is deemed as reasonable by Teleporting Inc, the Carrier is liable under the terms of Section V below.
- 11. When one of the Parties contacts Support and discontinues the deal, Teleporting Inc. may make a decision to refund the Transportation fee to the Payment System /from which the money transfer has been done and which has been provided to the Teleporting Inc./ of Party who hasn't been at fault for the unsuccessful deal during 5 working days.

### TELEPORT BALANCE

- 1. Each user has their own balance that can be refilled from their IDram E-wallet ("Teleport Balance").
- 2. The coin of the Teleport Balance is TP. 1 TP is equal to 1 AMD.
- 3. Only Teleport fees can be paid from the Teleport Balance; withdrawals or transportation fees **can't be** paid from this balance. In case of an unsuccessful deal, the User can still use this amount for the next transaction for the Teleport fee payment.

- 1. In order to use the Teleport App, users will need to register as a User and create an account ("Teleport Account"). Users do not need to sign-in or sign-up, to browse the Apps and Website and may continue as a guest and bid on Content. However, as a requirement to enter into a Deal, create an "Order" or "Trip" users will need to sign-in or sign-up and provide an IDram ID number.
- 2. Users may register only in Teleport App directly. Users' full name /first name and last name/, mobile phone number, and date of birth are required to complete their registration and create a Teleport Account.
- 3. Only individuals who are at least 18 years of age (or respectively are of legal age under the legislation of their country of residence, from which they access Products and/or Services), and only on the condition that these individuals are not placed under guardianship and/or whose capability is not limited in any other way have the right to register to Products and/or Services.
- 4. Users shall provide Teleport with the utmost accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Services, will cause problems in resolving disagreements in the future, and may result in immediate termination of our services and deletion of the User's Teleport Account.
- 5. Users shall not select or use for registration:
  - (i) name or mobile phone number of another person with the intent to impersonate that person:
  - (ii) name or mobile phone number subject to another person's property rights without appropriate authorization; or
  - (iii) pseudo full names /first and last names/ and phone numbers,
- 6. Teleport reserves the right to refuse registration of, or cancel, a Teleport Account at its sole discretion.
- 7. Users agree to provide accurate, current, and complete information during the registration process and to update such information prior to any Deal.
- 8. Teleporting, Inc. reserves the right to suspend or terminate users' Teleport Account and their access to the Apps, Website, and Services if they create more than one Teleport Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.
- 9. Users are responsible for safeguarding their credentials. Users agree that they will not disclose their credentials to any third party and that they will take sole responsibility for any and all activities or actions under their Teleport Account, whether or not they have authorized such activities or actions. Users will immediately notify Teleport of any unauthorized use of their Teleport Account.
- 10. Individuals who do not meet the above conditions are not entitled to registration to Products and/or Services. By completing a registration to Products and/or Services, each User states that they satisfy the mentioned requirements. If the Administrator subsequently finds out that the User within the meaning of the preceding sentence is not eligible for registration, the Administrator may cancel the registration and delete/remove the User's Teleport Account, without any prior notification to the User.
- 11. Teleporting, Inc. works constantly to improve the services and develop new features to make Products and/or Services better for the users and the community. As a result, Teleport may need to update these Terms of Service from time to time to accurately reflect our services and practices. Unless otherwise required by relevant legislation, after publication Teleport will notify users (for example, by email or through Products and/or Services) on the amendment and give users an opportunity to review them. Once any updated Terms of

Service are in effect, users will be bound by them if users continue to use Products and/or Services. In the event that some of these conditions are amended and/or supplemented, and the User does not agree with them, the latter is obliged to inform in writing the Administrator of Products and/or Services immediately or request from the Administrator to delete their registration and their Teleport account and is obliged to incur all related potential adverse effects arising thereof. In case the User has not notified in writing the Administrator of disagreement and/or deletion of their registration or has not taken the necessary measures to remove their registration and Teleport account, it is considered that the User agrees fully with the amendment and/or supplement of these Terms of Service. Teleport will treat users continued use of Products and/or Services as acceptance of these changes from their effective date as described above.

- 12. Registration to Products and/or Services and its termination are voluntary (except for compulsory termination with punitive character i.e. see Section § VIII. "Ethics and User behavior" below) and depend solely on the will of the User.
- 13. Registration to Products and/or Services is free. The only condition is to meet the User's requirements within the meaning of these Terms of Service and declare full and unconditional acceptance of these Terms of Service.
- 14. In the process of registration, all Users must complete a registration form with the minimum necessary and optional content. Proper completion of the minimum required content is a prerequisite for the successful registration of the User. The fields with optional content are filled in upon the will and at the independent discretion of the User.
- 15. By registering to Our Products and/or Services each User declares that agrees and does not object to the provision and processing of personal data provided in the registration process, or which they will subsequently provide during the use of services provided by Teleport Inc. For more details, please read our Privacy Policy, add the link
- 16. Data provided by any User during registration is considered complete and correct until proven otherwise. All Users registered to Products and/or Services are responsible for the veracity and the integrity of the data provided in connection with their registration. The Administrator reserves the right to edit the information provided upon registration by each User, to delete that part of it that in the Administrator's own independent judgment is contradicting the rules of these Terms of Service and/or morals.
- 17. Some of the data provided by the User upon registration, the data from the profile of the User, as well as any other information that the Administrator possibly deleted under the previous provision, may be visible to other registered Users. For more details, please read our Privacy Policy, add the link
- 18. The User has the right to change and update the personal information that is designated for the purpose of creating their Teleport account at any time. User's right to make such changes is under the analogous requirements mentioned above.
- 19. By registering to Products and/or Services, each User states and declares to respect the personal space of other Users and not to make racist, xenophobic, and discriminating statements and shall not:
- 20. a. violate, impair or otherwise harm protected by copyright, trademark, or other intellectual property rights of others;
- 21. b. reveal trade secrets, unless their own trade secrets unless the disclosure shall be made with the consent of the owner;
- 22. c. disseminate content that is offensive, offending public decency, indecency, pornographic, violent, obscene, provokes hatred and intolerance, aggressive, or otherwise violates laws and/or protected rights and legal interests of other individuals;
- 23. d. distribute contents that contain viruses, Trojan horses, worms, time bombs, or other computer programs, algorithms, or computer practices that are likely to damage, disrupt or

- otherwise adversely affect the functional life of Products and/or Services, as well as the technical means to access the Products and/or Services by other Users.
- 24. Teleport is under no obligation to monitor User Content. In some cases, described in the Privacy Policy add the link (most important to provide a safe environment to the users), Teleport may monitor or disclose users information including user content. Users should be aware of the potential risks of using a service that includes extensive User Content. User Content may be inaccurate, out of date or otherwise inappropriate. Teleport cannot guarantee that Users will comply with these Terms of Service, and rules or otherwise behave appropriately. Users should not assume that an individual is who claims to be. In their own interests, they should not attempt to contact any User outside the Teleport platform.

# § IV. DELIVERY AND IMPORT

- 1. The Carrier and the Sender shall:
  - (a) bear all legal responsibility for assuring the Parcel can be lawfully transported and imported to the Destination and
- (b) hold harmless Teleport for any loss or liability they incur due to the violation of any import, customs or tax law.
- 2. All Members acknowledge that Teleport Inc. has no obligation to ensure compliance of Deal with all applicable relevant laws and regulations.
- 3. Parcels sent from any country (a "Point of Origin") to a foreign Destination may be subject to import taxes, customs duties, and fees levied by concerned State authorities upon arrival at the Destination. The Carrier is the importer of record and is responsible for compliance with all laws and regulations of all countries involved in the Transportation route.
- 4. Teleporting Inc. has no control over and cannot estimate or calculate these charges in advance or during the delivery process.
- 5. Customs policies can vary widely from country to country and the Carrier should contact the relevant customs authority for more information.
- 6. A Parcel imported unlawfully to the Destination country may be subject to confiscation and forfeiture and the Carrier takes all responsibility. Customs clearance procedures may be required at the Destination depending on the type of Parcel and the law of the Destination Country. Clearance procedures and delays are beyond Teleporting Inc's control. A Parcel remains the property of the Carrier until the Sender or Receiver accepts delivery and takes possession at the Destination. All the risks of loss or damage to the Parcel are borne by the Carrier until the delivery is accepted.
- 7. All prices agreed with Carriers in response to Orders are final and all customs duties and/or taxes due on sale must be paid by the Carriers according to the legislation of their country.

## § V. RESPONSIBILITY AND LIABILITY

- 1. Teleport Inc is not responsible for and does not control the meaning and authenticity of the Content found in Trips and Orders; however, Teleport Inc. may remove any Trip or Order at its sole discretion by sending a notification to the user or without notification.
- 2. Teleporting Inc. is not responsible for anything that may occur on or off the Apps or the Website before, during or after a Deal takes place. Teleport Inc. is not a party to any Deal

- and does not sell, take possession of, or deliver Parcels. Each User bears sole responsibility for fulfilling obligations in any Deal.
- 3. Users agree that the provisions of Sections two (2) through five (5) of these Terms of Service apply to all Deals agreed to on the Apps and Website and supplement whatever local or international law may govern their Deal. Teleport Inc. will not voluntarily intervene in any legal dispute between the Users.
- 4. Teleport IS NOT LICENSED BY ANY RELEVANT AUTHORITY WORLDWIDE. AS A RESULT, THE SERVICES ARE NOT AVAILABLE TO CONSUMERS WHO ARE RESIDENTS OF ANY JURISDICTION THAT REQUIRES A LICENSE TO OFFER INTERNET ESCROW SERVICES TO CONSUMERS RESIDING IN THAT JURISDICTION.
- 5. Both parties will also make sure that items that may be transported by or for any User don't contain any item that may be prohibited or restricted by the legislation in all countries involved in the Transportation route.
- 6. It is the Carrier's duty to ensure that the transportation is made with caution and without any risk to harm, break or cause damage to the carried item.
- 7. The Carrier will also make sure that transportation is arranged in conformity with the sanitary and legal recommendations of the States concerned.
- 8. Teleporting, Inc. shall not be held responsible for the loss, deterioration, or theft of the carried item during the whole traveling time. The traveling time starts when the Parcel is picked up by the Carrier and ends when it is delivered to the Receiver.
- 9. As demander of the travel, the Sender will be in charge of any customs-related or regulatory-related claim or dispute resulting from the parcel carrying.
- 10. The Carrier shall be considered the guardian of the object. He is the depositor of the precarious possession of the carried item. Therefore the Carrier will be held liable for any loss or damage caused by the item or its behavior during the transportation.
- 11. The Carrier fulfills all the tax liabilities that arise as a result of the transactions.
- 12. Users understand and agree that they are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to the use of the Apps, Website, Services, and Content.
- 13. Teleporting, Inc. shall bear no responsibility in case of money loss due to the failure of the Bank or Payment system or due to improper use of that system.

### § VI. TERMINATION

Teleport reserves the right to deny Service to Users who violate these Terms of Service and to suspend or cancel their Teleport Account without prior notice.

### § VII. PRODUCTS AND/OR SERVICES CONTENT

- 1. All services offered within the products, including its appearance, design, source codes, methods of construction and operation are protected by and subject to copyright and related thereto rights and are the exclusive property of the Administrator. Users can copy parts of the content solely for their personal use as far so that they do not violate any copyright-protected brands and trademarks featured on Products and/or Services. Saving parts of the Apps and/or Website without the prior written consent of the Administrator, regardless of the form in which it is carried out, is strictly forbidden.
- 2. All trademarks, logos, and characters featured on the Apps and Website are either property of the Administrator or used with the express consent of the owners of these trademarks,

logos, and signs. It is forbidden for Users to perform any action that may lead to a violation of intellectual property rights related to these trademarks, logos, and signs. In particular, in order to avoid misunderstandings, it is expressly stated that the provision of an opportunity to use the page and its contents by Users does not constitute any authorization or license to use the trademarks, logos, and signs posted on it.

- Any attempts by Users to modify the content of Products and/or Services are strictly prohibited, such as adding content that is not necessary for registration purposes and has not been approved in advance by the Administrator and/or changing the rules for using products.
- 4. Products may contain links to other webpages, domains, mobile applications, social networks, and other webpages, domains, mobile applications, and social networks may contain links to Products. These other webpages, domains, mobile applications, and social networks are not under the control of the Administrator and the team supporting Products, as well a
- 5. s the Administrator does not bear any responsibility for the security of operation and protection of personal data offered by such other third parties. Visiting these pages by links on Products shall be entirely at the responsibility and risk of each individual User.

### § VIII. ETHICS AND USER BEHAVIOUR

### 1. MULTI ACCOUNTING

Multi Accounting means registering more than one account by one User. Multi Accounting is prohibited and subject to sanction by blocking and deletion of all registered User accounts without any notification. Penalties for violation of this rule apply no matter if the accounts are used effectively by the User who registered them or not.

## 2. ACCOUNT SITTING

Entering with another User's accounts (account sitting) is prohibited. Users' account is theirs only and can not be used by third parties.

### 3. ACCOUNT TERMINATION

If an account is terminated, it cannot be brought back, regardless of the circumstances. Once terminated, the account is deleted from our databases permanently and irreversibly. In some specific cases, it is possible to retain some information for a certain period after users have closed their accounts. For more details, please read our Privacy Policy. add the link

### 4. BUGS AND BREACHES

A "bug" is considered to be a weakness or an honest mistake in the product code, or an
activity and/or which prevents the server, team, and/or software from carrying out the set
and anticipated tasks.

- If Users find a bug in the Teleport App, they must immediately cease use of this bug, not disclose its existence and immediately notify the Administrator about it, pointing out the bug in question and its possible negative effects.
- For the use and non-report of a bug, the User shall be sanctioned by deletion of the account.
- For direct entry into other User's account without the knowledge of the owner (i.e. hacking)
  or any malicious action against another person, the offender shall be sanctioned by
  deletion of the account.
- Upon a deliberate attempt to circumvent the system with the intent to impede the work of
  the servers, as well as an attempt to manipulate the codes of the app, the breaching party
  shall be sanctioned by deletion of the account.

### ABUSIVE BEHAVIOUR

When engaging in any kind of communication, we kindly ask that users behave respectfully to others.

Here are some, but not all, behaviors that we consider inappropriate and will not be tolerated:

- · Hate speech, racism, and other discriminatory languages
- Obscene or sexually explicit banter
- Threats or harassment
- Excessive swearing
- Bullying
- Belittling

If the user encounters another user being abusive towards themselves or others, please let Teleport know. Reports are reviewed by our trained moderators who will take appropriate action. Consequences of misconduct: Abusive behavior can lead to a temporary ban or even permanent closure of the user's account. Making false reports can lead to the same.

### 6. BUYING, SELLING AND SHARING ACCOUNTS

Selling, buying, sharing or giving accounts to other users is against our terms of service and is never endorsed. Users will never share their login credentials! An Administrator will never ask about the user's username or password.

### 7. OTHERS

- All and any forms of blackmail, insults, threats, and/or discriminatory statements, which are made by and/or to Users and/or Administrators or team members of Products, as well as publishing and spreading of content, which is offensive, offending good manners, unworthy, pornographic, violent, inappropriate, provoking towards hate and intolerance, aggressive or in other way breaking the law and/or the protected rights and legal interests of other individuals, disturbing of other Users with the introduction of meaningless combinations of symbols, program interventions and other illegal means are strictly prohibited.
- Any violent behavior towards another User intending to delete their account or placing ultimatums to add account sitters, sharing a password or incitement to a violation of the Terms of Service of Products, is strictly prohibited.

- Users may not advertise on Products, whether under the form of use of avatars and/or other images of an advertising nature, or the exchange of messages between Users whether carried out with the consent of the advertiser (owner of the advertised brand) or not.
- Any violation of the prohibitions as per this section of the Terms of Service found by the Administrator shall be sanctioned by deletion of the User's account. In addition, the Administrator is entitled to receive compensation from the breaching party for any other damages suffered as a result of the infringement (including all eventually imposed fines and penalties by the competent authorities).
- Users agree to take reasonable precautions in all communications and interactions with other Users of the Apps, Website or Services and with other Persons with whom they have communicated or interacted as a result of their use of the Apps, Website or Services, including but not limited to all Users of Teleport App, particularly if they decide to meet offline or in person, regardless of whether such meetings are organized through the Apps or the Website.
- Users agree, in connection with use of the Apps, Website and Services, that they will not:
  - (a) violate any local, state, provincial, national, or other law or regulation, including without limitation any laws prohibiting the transport of a Controlled Substance (the definition of which may vary by country), or any order of a court, including, without limitation, import and tax regulations;
  - (b) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Site or Content;
  - (c) "stalk" harass any other user of our Site, Apps or Services or collect or store any personally identifiable information about another User for any purpose other than engaging the User in a Teleport Transaction;
  - (d) when acting as a User or otherwise, recruit or otherwise solicit any User to join third-party services or websites that are competitive to Teleport without Teleports' prior written approval;
  - (e) circumvent the obligation to pay any Fees related to Teleports' provision of the Services by using the Apps, Website or Services to communicate with a User and negotiate or attempt to negotiate the sale or purchase of a Parcel by any means other than through the Apps, Website or Services;
- Admin Staff impersonation
- Phishing other users' accounts
- Refund abuse
- Intentionally exploiting a bug
- Encouraging others to break the rules
- Misuse of chat for Spamming & Scamming

# 8. WHO CAN USE PRODUCTS AND/OR SERVICES

We want everybody to use Products and/or Services freely, only for matching services after accepting the deal the parties need to pay Teleport fee (each party 10%).

To provide better service and a safe environment, there are some limitations For that reason, the Users must:

Provide accurate information about themselves

- Create only one account (User's owned).
- Not share passwords, give access to accounts to others, or transfer account to anyone else (without our permission).

## 9. WHAT USERS CAN SHARE AND DO ON Teleport APP

We want people to use Products and/or Services to express themselves and to share content that is important to them but not at the expense of the safety and well-being of others or the integrity of our community. Users, therefore, agree not to engage in the conduct described below (or to facilitate or support others in doing so):

# a) USERS MAY NOT USE PRODUCTS AND/OR SERVICES TO DO OR SHARE ANYTHING:

- o That violates these Terms of Service and other terms and policies
- o That is unlawful, misleading, discriminatory, or fraudulent
- o That infringes or violates someone else's rights

## b) UPLOADING VIRUSES

It's strictly prohibited for Users to upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of Products and/or Services.

# c) COLLECTING DATA

Users may not access or collect data from Products and/or Services using automated means (without our prior permission) or attempt to access data they do not have permission to access. Teleport can remove content users share in violation of these provisions and, if applicable, we may take action against User's account, for the reasons described below. We may also disable User's account if they repeatedly infringe other people's intellectual property rights.

Where appropriate, we will take steps to notify Users when we remove their content for violating our Community Standards. We may not be able to provide notice in all cases, for example if we are prohibited from doing so by law or where it might harm our community or the integrity of Products and/or Services. To help support our community, we encourage Users to report content or conduct that they believe violates their rights (including intellectual property rights) or our terms and policies.

### 10. THE PERMISSIONS USERS GIVE US

We need certain permissions from Users to provide our services:

### a) PERMISSION TO USE CONTENT USERS CREATE AND SHARE:

Users own the content they create and share on Products and/or Services they use, and nothing in these Terms of Service takes away the rights Users have for their r own content. Users are free to share their content with anyone else, wherever they want. To provide our services, though, Teleport needs Users to give us some legal permissions to use that content.

# b) INTELLECTUAL PROPERTY RIGHTS

Specifically, when Users share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with Products and/or Services, they grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of Users' content. This means, for example, that if Users share a photo, they give us permission to store, copy, and share it with others such as service providers that support any of Products and/or services they use. For more details, please read our Privacy Policy. add the link

### c) LICENSE ENDING

Users can end this license at any time by deleting the content or when they ask us to delete their account. Users should know that, for technical reasons, the content they delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content that Users delete may continue to appear if they have shared it with others and they have not deleted it. For more details, please read our Privacy Policy. add the link

## d) SOFTWARE UPDATE

Permission to update software that Users use or download: If the Users download or use our software, they give us permission to download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

# § IX. COMMISSION

- 1. Teleporting Inc. shall perceive a commission equivalent to 10% from each party of the successful Deal.
- 2. The parties commit to full disclosure regarding the agreed Transaction fee.
- 3. Any attempt to reduce the commission by declaring a false/incomplete Transaction fee is totally forbidden and is constitutive of a fraud.

### § X GENERAL DISCLAIMERS & DISCLAIMERS OF WARRANTY

- 1. If Users choose to use the Apps, Website, and Services, they do so at their sole risk. Users acknowledge and agree that Teleport Inc does not have an obligation to conduct background checks on any user though Users expressly authorize it do so at its sole discretion. No advice or information, whether oral or written, obtained from Teleport Inc, displayed on or communicated through the Apps, Website, or Services will create any warranty not expressly made herein.
- 2. Users are solely responsible for all of their communications and interactions with any and all persons appeared through the Apps, Website, and Services. The Users understand that Teleport Inc does not make any attempt to verify the User's statements or other Content posted on the Apps, Website, and Services.
- Teleport makes no representation or warranties regarding the compatibility of the User's intended use of the Apps, Website, or Services with the actual use given to the Apps or Website by other Users.

- (a) Lost, Damaged, or Stolen Property: To the maximum extent permitted by law, the parties to a Deal exonerate, and shall hold harmless, Teleport Inc from any and all liability for lost, stolen, or damaged property that may result from complications or problems in the delivery of the Parcel, from the misconduct of a User, or from any other cause of harm, connected in any way with the Products and/or Services, except for willful misconduct by an authorized representative of Teleporting Inc..
- (b) Taxes, Import and Export Duties: The parties to a Deal shall hold harmless Teleporting Inc. from any and all liabilities and charges they may incur for non-compliance with export or import laws and any and all liabilities and State levies including customs duties, VAT and customs fines or penalties, etc., in connection with the delivery of any Parcel.
- (c) NO WARRANTIES. Teleport Inc. is not a party to any Deal and makes no warranty that the Apps, Website Content, or Services will be suitable for Users particular use or requirements or be available on an uninterrupted, secure, or error-free basis. Further, Teleporting Inc. does not guarantee any Parcel or make any implied or express warranty of any Parcel. Teleport Inc. hereby disclaims the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Moreover, Teleport Inc. makes no warranty regarding the quality, timeliness, truthfulness, completeness, reliability or veracity of any Order, Trip or other Content displayed on or obtained through the Apps, Website, Producst and/or Services.

## § XI LIMITATION OF LIABILITY\

- 1. To the maximum extent permitted by law, the Users accept all risks related to their use of the Apps, Website, Products and/or Services. Neither Teleporting, Inc. nor any party involved in creating, producing or delivering the Apps, Website, Products and/or Services will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage or system failure, the costs of substitute products or services, damages for personal or bodily injury or emotional distress associated with use of the Apps, Website or services or in any way in connection with these Terms of Service, damages for their inability to communicate or interact with Users with whom they interact through the Apps, Website or Services, or for any damages for which users are held liable in connection with a Transaction or other use of the Apps, Website or Services (including any Trip, Order or delivery of any Parcel via the Apps, Website or Services whether based on warranty, contract, tort (including gross negligence), bailment, product liability or any other legal theory irrespective of whether Teleport Inc. had been informed of the possibility of the damages), even if a limited remedy set forth herein is found to have failed its essential purpose.
- 2. Users' exclusive remedy against Teleport Inc. under these Terms of Service and for any damage in any way connected to a Transaction or to their Use of the Apps, Website, Products and/or Services is to discontinue their use of the Apps, Website, Products and/or Services. Users hereby waive and release any and all statutory, equitable, or common law remedies for monetary damages they may have in connection with any damage related to these Terms of Service, the Apps, the Website, Products and/or Services.
- 3. All limitations on liability in these Terms of Service and the Exclusive Remedies are fundamental bases of the bargain between the Users and Teleport Inc..

## § XII GENERAL TERMS.

- (a) *Indemnification:* the Users agree to release, indemnify, and hold harmless Teleport Inc. and its parents, subsidiaries and affiliates, and their officers, directors, employees, and agents, from and against any claims, liabilities even for Teleports' own negligence -, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with
  - User's access to or use of the Apps, Website Content, Products and/or Services or User's violation of these Terms of Service;
  - User's User Content;
  - User's interaction with any User,
  - purchase of any Parcels, or
  - creation of a Trip or an Order.
- (b) Entire Agreement. These Terms of Service constitute the entire and exclusive understanding and agreement between a User and Teleport Inc regarding the Apps, Website Content, Products and/or Services. These Terms of Service supersede and replace any and all prior oral or written understandings or agreements between User and Teleporting, Inc. regarding the Apps, Website, Content, Products and/or Services, and any Transactions.
- (c) Assignment. a User may not assign or transfer these Terms of Service, by operation of law or otherwise, without Teleporting Inc.'s prior written consent. Any attempt to assign or transfer these Terms of Service without Teleporting, Inc's consent shall be null and of no effect. Teleporting, Inc. may assign or transfer these Terms of Service at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and insure to the benefit of the parties, their successors, and permitted assigns.
- (d) *Notices*. Any notice or other communication permitted or required hereunder, including those regarding modifications to these Terms of Service, shall be in writing and given by Teleporting, Inc. by posting to the Apps and/or Website.
- (e) No Waiver. The failure of Teleporting, Inc. to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Teleporting, Inc. Except as expressly set forth herein, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.
- (f) Controlling Law, Jurisdiction, Dispute Resolution & Arbitration. These Terms of Service will be interpreted in accordance with the laws of the Republic of Armenia, without regard to its conflict-of-law provisions. Users and Teleporting, Inc. agree that any and all disputes arising out of or related to User's use of the Apps, Website, Content, Services, or any policies or practices of Teleporting, Inc. shall be subject to final and binding arbitration in Yerevan, Armenia in accordance with the legislation, laws, and regulations of the Republic of Armenia.
- (e) The liability arising out of the infliction of damages shall apply to the right of the State where the action or circumstance which served as the basis for the claim for damages took place unless otherwise provided by the agreement of the parties.

## § XIII DEAL AGREEMENT

- 1. After the parties accept the Deal they come into a Deal Agreement.
- 2. Firstly Users need to pay the Teleport fee in order to get the contacts of the parties.

- 3. After the Teleport fees are paid by both parties the Sender needs to pay the Transportation fee in order to continue the Deal.
- 4. Before the Carrier takes the Parcel parties can cancel the deal and the amounts of the Teleport fees will be transferred to the Teleport balance of both parties and the Transaportation fee will be transferred to the Sender's account /to the same account from where the Transportation fee has been paid/.
- 5. After the Carrier takes the Parcel the parties will have no opportunity to cancel the deal and they need to contact Support if they want to interrupt the Deal.
- 6. Depend on the interruption reasons Teleporting Inc. will make a desicion about the refunding process. Teleporting Inc. will decide to which Party transfer Transportation fee and to which Party's Teleport balance transfer Teleport fee.
- 7. The parties acknowledge and agree that Teleport's decision assures avoidance of any conflict of interest, that Teleport does not represent for the interests of the other party and

## § XIV FORCE MAJEURE

Teleporting, Inc. is not liable, if circumstances occur that obstruct or delay Teleporting, Inc.'s performance of the Service. These circumstances could be war, mobilization, rebellion and riots, terror, natural disaster, strike, lockouts, virus, hacking, public injunction, or other circumstances over which Teleporting, Inc. has no control.

### **CONTACT US**

If the users have any questions or complaints about these Terms of Service they may email Teleporting, Inc. or contact at: support@teleportapp.io

Teleporting, Inc.

Address:

600 N Broad Street Suite 5 #3479 Middletown, DE 19709