

LEGAL CHARTER “ZWINOO”

The Legal Charter sets out the general principles and the basic operating rules of the application.

Introduction and Purpose

The ZWINOO application is a service application. It is a platform that connects people looking for specific items from other countries or from other cities within the same country with travelers willing to transport those items in exchange for payment.

This platform facilitates the exchange of items between people from different countries or cities, offering requesters the opportunity to quickly obtain items that are difficult to find locally, and travelers the chance to earn money by transporting those items in their luggage.

The sole and exclusive purpose of this application is to connect people. ZWINOO Ltd, the company operating the application, charges fees solely related to this matching process. Zwinoo Ltd. is based in Ireland, registered under number 757502, and located at Pod 2, the Old Station House, 15a Main Street, Blackrock, Dublin, Ireland A94 T8P8.

1. Definitions of Terms

Carrier:

The carrier is a user of the ZWINOO application who travels from one country to another or from one city to another and offers to purchase and transport items for other users in exchange for a commission.

Requester:

The requester is a ZWINOO user who wishes to obtain a specific item from another country or another city. The requester submits a request through the application for the delivery of an item in exchange for the price of that item and a commission. The requester alone bears the costs of being matched with the carrier.

Price:

The price is the amount the requester is willing to pay for the item purchased by the carrier on their behalf. This amount is paid in full to the carrier once the item has been delivered to the requester.

Commission:

The commission is the monetary amount agreed between the carrier and the requester for transporting the item. This amount is paid in full to the carrier once the item has been delivered to the requester.

Refund:

The refund is the amount that Zwinoo may pay to the requester or the carrier depending on the circumstances. Zwinoo has a period of 15 days to make such refund.

ZWINOO Commission:

The ZWINOO commission is the monetary amount charged by ZWINOO Ltd. to the requester for being matched with a carrier.

Total Price:

The total price is the amount the requester must pay to benefit from the matching service, the supply of the item, and its transportation. This amount is charged by ZWINOO Ltd. at the very moment when the application exchanges the requester's contact details with those of the carrier. This is done to guarantee payment of the item price and the commission owed to the carrier.

Item or Object to be Transported:

This refers to the physical item requested by the requester from the carrier so that it may be transported from one country to another or from one city to another.

Application or Submission:

The application or submission indicates the desire to be matched.

Search or Request:

The search or request is a set of information provided by the requester to describe the item they want a carrier to purchase and bring to them.

Trip:

The trip is a set of information provided by the carrier so that they can find requests geographically linked to their destination.

Customs Duties:

Customs duties refer to taxes or fees imposed by customs authorities when importing or exporting items across borders.

Legal Charter:

This Charter defines the rules and conditions of use of the ZWINOO application by its users.

Privacy Policy:

The Privacy Policy sets out ZWINOO's practices regarding the collection, use, and sharing of users' personal data.

Prohibited Content:

Prohibited content means any material or content prohibited by the laws, regulations, or rules of the application, as defined in the Legal Use Policy.

Moderation:

Moderation refers to the process by which ZWINOO monitors and manages user content to ensure compliance with the rules and standards of the application.

2. Terms of Use

Purpose of the Application:

The purpose of the ZWINOO application is to facilitate the exchange of items between users

traveling from one country to another, allowing requesters to obtain specific items from abroad through carriers.

Registration and Account Creation:

Users must register and create an account in order to access all features of the application. Registration information must be accurate and truthful. Users must be of legal age.

User Responsibility:

Users are responsible for all activity carried out through their account. They must protect their login credentials and must not share their account with other users.

Appropriate Use:

Users must use the application in accordance with applicable laws and with the rules set out in the Legal Charter, the Legal Use Policy, and the Terms of Use.

User-Generated Content:

Users are responsible for the content they publish or share on the application. Any prohibited, unlawful, offensive, or inappropriate content will be removed by the moderation team.

Interactions Between Users:

Users must interact with other users in a respectful and responsible manner. Harmful behavior, abuse, harassment, or any form of malicious activity will be sanctioned.

Modification and Interruption of the Service:

ZWINOO reserves the right to modify, suspend, or discontinue all or part of the application's service, temporarily or permanently, without prior notice, for technical, legal, or other reasons.

3. Intellectual Property

Intellectual Property Rights:

All intellectual property rights, including but not limited to copyright, trademark rights, patent rights, and rights in the software code, graphics, logos, icons, and content of the ZWINOO application, are the exclusive property of Zwinoo Ltd.

Use of Software Code:

The use, reproduction, or modification of the software code of the ZWINOO application without the express authorization of Zwinoo Ltd is strictly prohibited. All rights not expressly granted are reserved.

User-Generated Content:

Users retain the intellectual property rights in the content they publish on the application. However, by publishing content on ZWINOO, users grant Zwinoo Ltd a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, reproduce, distribute, prepare derivative works of, publicly display, and publicly perform such content as part of the operation of the application.

Reporting Intellectual Property Infringements:

Zwinoo Ltd respects the intellectual property rights of others. If you believe that your

intellectual property has been used in a way that constitutes an infringement, please contact the ZWINOO team to report such infringement.

4. Data Protection and Privacy

Data Collection:

Zwinoo Ltd collects users' personal information, such as registration details, usage preferences, payment data, and so on. This information is collected in compliance with applicable data protection laws.

Use of Data:

The collected data is used for the purpose of operating and maintaining the ZWINOO application, improving services, personalizing the user experience, and responding to user requests.

Data Storage:

User data may be stored on third-party hosting servers such as AWS. Zwinoo Ltd undertakes to take reasonable security measures to protect stored data, but cannot guarantee absolute security.

Data Sharing:

User data will not be sold, rented, or shared with third parties for commercial purposes without the users' explicit consent, except where required by law or for security reasons.

Cookies and Similar Technologies:

Zwinoo Ltd may use cookies or other similar technologies to collect information about the use of the application in order to improve the services offered.

Right of Access and Modification of Data:

Users have the right to access their personal data, correct it, update it, or delete it through their account settings.

Consent:

By using the ZWINOO application, users consent to the collection, use, and storage of their personal data in accordance with this Privacy Policy.

Changes to the Policy:

Zwinoo Ltd reserves the right to amend the Privacy Policy and to notify users of such changes.

5. Legal Responsibilities

Cancellation of the Transaction by the Carrier for Personal Reasons:

If the carrier gives up their trip for unforeseen reasons, such as injury, travel cancellation, and so on, after the transaction has been confirmed and the total price has been charged to the requester, Zwinoo reserves the right to retain its commission.

Zwinoo will then refund the requester the price of the item and the carrier's commission. This refund will be made exclusively by bank transfer upon provision of the requester's

international bank account details, IBAN or SWIFT. These bank details must be in the same name as the one provided at the time of registration.

Cancellation of the Transaction in the Event of Force Majeure:

If an event of force majeure occurs, such as an accident involving the means of transport, and the requester is definitively unable to receive the item, Zwinoo will refund the requester the price of the item and the carrier's commission. This refund will be made exclusively by bank transfer upon provision of the requester's international bank account details, IBAN or SWIFT. These bank details must be in the same name as the one provided at the time of registration.

Postponement of the Trip by the Carrier for Personal Reasons:

If the carrier postpones their trip for unforeseen reasons, such as injury, travel cancellation, and so on, after the transaction has been confirmed and the total price has been charged to the requester, Zwinoo will contact the requester to determine to what extent they accept a given delay. If the requester can wait, the dispute is resolved. If the requester cannot wait, Zwinoo will refund the requester the price of the item and the carrier's commission while retaining its own commission. This refund will be made exclusively by bank transfer upon provision of the requester's international bank account details, IBAN or SWIFT. These bank details must be in the same name as the one provided at the time of registration.

Wrong Item or Counterfeit Item Delivered by the Carrier:

If the carrier delivers an incorrect item, a counterfeit item, or an item that does not match the description of the request registered by the requester on the application, primary responsibility lies with the carrier.

If the requester refuses the item, Zwinoo may keep its commission and refund the requester the price of the item and the carrier's commission for the incorrect item. This refund will be made exclusively by bank transfer upon provision of the requester's international bank account details, IBAN or SWIFT. These bank details must be in the same name as the one provided at the time of registration.

It remains possible to initiate a dispute resolution process in order to find an acceptable solution. For this purpose, the requester or the carrier may declare a dispute using the link available in the application. To the extent possible, Zwinoo will act as a mediator in resolving this issue.

Item Declared Incorrect by the Requester but Matching the Description:

If the carrier delivers an item that strictly matches the description but the requester considers it non-compliant, Zwinoo will continue the payment process in favor of the carrier. In that case, responsibility lies with the requester, who provided an incorrect description.

Late Cancellation by the Requester:

If the requester opens a dispute in order to cancel their request after the buyer has already declared that they purchased the item, Zwinoo will continue the payment process in favor of the carrier. In that case, responsibility lies with the requester, who accepted the carrier's application.

Seizure of the Item by Customs:

If customs seize the transported item, responsibility lies with the carrier. By agreeing to transport the item across borders, the carrier implicitly acknowledges the amounts and types

of items they are authorized to bring into the destination country. Customs laws must be complied with, and the carrier must familiarize themselves with the customs restrictions of their destination country when submitting their application to carry an item. Zwinoo cannot be held liable for customs seizures.

If the customs seizure can be resolved, for example by paying customs duties or taxes, the carrier must inform the requester. Resolution of the dispute shall take place exclusively between the requester and the carrier. Zwinoo will not arbitrate that dispute resolution.

Upon proof of customs seizure, and if no resolution with customs is possible, the requester may be refunded only the price of the item and the carrier their commission. This refund will be made exclusively by bank transfer upon provision of the international bank account details, IBAN or SWIFT, of the requester or the carrier. These bank details must be in the same name as the one provided at the time of registration.

Prohibited or Illegal Item:

Despite the vigilance of Zwinoo moderators, who do not accept illegal products, registered requests referring to prohibited or illegal items remain the responsibility of the requester and of the carrier who applied. Under no circumstances can Zwinoo be held liable for the consequences related to the transport or use of such items.

Item Damaged During Transport:

The requester must immediately inform the carrier and ZWINOO of the damage found upon receipt of the item by opening a dispute. They must provide photographic evidence or any other material capable of documenting the extent of the damage.

ZWINOO will examine the evidence provided by the requester in order to assess the situation. This may include reviewing the photographs, statements from the parties involved, and, where appropriate, an expert assessment of the initial condition of the item before transport.

If it is clearly established that the damage occurred during transport and that this is consistent with the evidence presented, ZWINOO may fully refund the requester for the cost of the damaged item, including the carrier's commission, considering, for example, that the item was poorly packed and that the carrier is responsible.

Unfair Reviews Given:

Unfair or inaccurate reviews given by one party about the other may give rise to disputes concerning reputation. Zwinoo therefore reserves the right at any time to suspend a user account that does not reflect the reality of the reviews.

Changes in Regulations or Legislation:

Changes in customs laws or import/export regulations may affect the process of transporting items. Zwinoo cannot be held liable for such changes and their consequences.

6. General Provisions

6.1 Amendment of the Legal Charter

Possibility of Amendment:

Zwinoo Ltd reserves the right to amend, update, or revise this Legal Charter at any time, depending on the needs of the application or due to legislative or regulatory changes. Any amendments made shall take effect upon publication on the application.

Notification of Users:

Users will be informed of amendments to the Legal Charter by means of a notification sent to the email address registered in their account. These notifications will include a summary of the amendments made, as well as a link to the full updated version of the Legal Charter.

Implied Consent:

Continued use of the application after publication of amendments to the Legal Charter shall constitute tacit acceptance of those amendments. Users are invited to consult the Legal Charter regularly in order to stay informed of any updates.

Non-Retroactivity Policy:

Amendments to the Legal Charter shall not have retroactive effect unless expressly stated otherwise. All transactions prior to the date of amendment shall remain governed by the version of the Legal Charter in force at the time of the transaction.

6.2 Applicable Law and Competent Jurisdiction

Applicable Law:

This Legal Charter and any use of the ZWINOO application shall be governed by and interpreted in accordance with the laws of Ireland, regardless of any conflict of laws.

Competent Jurisdiction:

Any dispute arising out of the use of the ZWINOO application or in connection with this Legal Charter shall be subject to the exclusive jurisdiction of the courts of Dublin, Ireland. Users irrevocably consent to the exclusive jurisdiction of those courts to resolve any dispute or claim arising from this Legal Charter.

Waiver of Other Jurisdictions:

Users waive any objection regarding the jurisdiction or venue of those courts and agree not to challenge the jurisdiction of those courts in resolving any dispute.

Language of Proceedings:

Any court proceedings, arbitration, or mediation relating to a dispute shall be conducted in the language of this Legal Charter, unless the parties agree otherwise.

LEGAL USE POLICY of the ZWINOO application

Purpose of the Application:

ZWINOO aims to be an innovative platform enabling users to request the delivery of items from other countries or other cities through travelers in exchange for payment. The application facilitates matching between requesters and carriers, offering them the possibility

of meeting their respective needs: access to items not available locally for requesters, and payment for carriers for transporting those items.

Registration and Account Creation:

The registration process for ZWINOO involves providing accurate and truthful information such as last name, first name, email address, phone number, a photo of proof of identity, a username, and creating a secure password. Users are required to create a single account for their personal use and to maintain the confidentiality of their login credentials.

Account Termination:

Any user may terminate their account as of right if no transaction is in progress. Zwinoo may also terminate a user's account as of right, without prior notice and without delay, if that user fails to comply with the terms of use of the application.

Financial Transactions:

The financial process of the Zwinoo application uses various payment channels. Charges are made by bank card and payments are made by bank transfer. The application reserves the right to use other available means to collect and disburse money and thus expand its range of payment methods. The money corresponding to the price of items is deposited into Zwinoo's bank account and is disbursed when the carrier is paid. Zwinoo retains only its commissions.

Refunds of prices or commissions to either party in the event of a dispute may take up to 15 business days. Such refunds will be made exclusively by bank transfer upon provision of the requester's international bank account details, IBAN or SWIFT. These bank details must be in the same name as the one provided at the time of registration.

Appropriate Use of the Application:

Users are required to comply with local and international laws when using ZWINOO. They must comply with the terms of use set out in this policy, refrain from any illegal, abusive, or unethical activity, and respect other users.

User Responsibility:

Each user is responsible for all activity carried out through their account. They are responsible for securing their login credentials and not sharing their account with other persons.

User-Generated Content:

Users retain the intellectual property rights in the content they publish on ZWINOO, while granting the application a license to use that content in connection with the operation of the platform.

Interactions Between Users:

Interactions between users must be respectful, courteous, and free from harmful, abusive, harassing, or malicious behavior.

Privacy Policy and Data Protection:

ZWINOO undertakes to protect users' personal data in accordance with applicable data protection laws. This includes the proper collection, use, and storage of personal data, as well as security measures to prevent unauthorized access.

Amendment and Notification Policy:

ZWINOO reserves the right to amend its Legal Use Policy. Users will be informed of such changes by means of notifications sent to their registered email address.

Applicable Law and Competent Jurisdiction:

In the event of a dispute, the applicable law and the competent jurisdiction for resolving any dispute shall be those of the relevant country or region in which ZWINOO operates. Users agree to submit to such law and jurisdiction.

Waiver and Consent:

Users waive the right to challenge the jurisdiction of the designated courts and consent to comply with ZWINOO's Legal Use Policy by using the application.

User Conduct:

Rules of conduct expected from users when using the application.

Respect and Courtesy:

Users must act respectfully toward other users and show courtesy in their interactions.

No Harassment:

Any form of harassment, hate speech, threats, or intimidation is strictly prohibited.

Lawful Use:

Users must comply with local and international laws when using the application, in particular by avoiding the offering or transport of illegal items.

Content:

Policy regarding the type of content allowed or prohibited on the application.

Appropriate Content:

Content published on the application must be relevant, lawful, non-offensive, and related to the services offered by ZWINOO.

Content Prohibitions:

Any offensive, defamatory, discriminatory, obscene, unlawful, or copyright-infringing content is strictly prohibited.

Confidentiality:

Protection of users' privacy and use of personal data.

Data Collection:

Explanation of the types of personal data collected by ZWINOO and the reasons for such collection.

Use of Data:

Clarification of how personal data is used by ZWINOO to improve services, personalize the user experience, and ensure the security of the platform.

Data Protection:

ZWINOO undertakes to take appropriate security measures to protect users' personal data against unauthorized access or misuse.

Security:

Security measures users must follow.

Protection of Accounts:

Users must keep their login credentials confidential, choose strong passwords, and not share their accounts with other persons.

Reporting Security Issues:

Users are encouraged to report any security issue or suspicious activity to ZWINOO in order to help ensure the overall security of the platform.

Violation of the Rules:

Consequences in the event of a breach of the rules of the Legal Use Policy.

Disciplinary Measures:

Breaches of the rules may result in disciplinary measures, such as temporary or permanent suspension of the account, depending on the seriousness of the breach.

Legal Consequences:

In the event of a serious or repeated breach of the rules, ZWINOO reserves the right to take appropriate legal action in accordance with applicable laws.