

PRIVACY POLICY

1. Subject

Delivery-spot has developed a web application at the address www.delivery-spot.com. Platform has been designed to connect users who want to send something with users already traveling to that destination.

These terms and conditions have the purpose of governing access to and the terms of use of the Platform. Please read them carefully. You understand and recognize that Delivery-spot is not a party to any agreement, contract or contractual relations of any nature, entered into between the Members of the Platform.

By clicking "Register", you recognize having read and accepted all these general conditions of use.

2. Definitions

In this document,

"Account" means the account that must be created in order to become a Member and access certain services offered by the Platform;

"Delivery-spot" has the meaning given to it in Article 1 above;

"New Route" means advertising the route by the user who transmits the package and contains the entire route, stops, date and time;

"Sender" it means a registered user who wants to send something;

"Traveler" means a registered user who picks up the shipment and delivers it to the agreed address;

"Member/User" means any individual having created an Account on the Platform;

"Recipient" means the user receiving the parcel sent by Sender;

"Reward" means the amount of money in a certain currency that the consignor is willing to give to the Traveler and the value of which he determines;

"Parcel" means the item being sent and can be a travel bag, backpack, documents, box, package...;

"Platform" has the meaning given to it in Article 1 above;

"Token" means the numerical value of possible connections to the sender;

"Services" means all services delivered by Delivery-spot via the Platform;

"Route" means entering the starting and ending point of the path;

"Stations" means places located on the routes;

"Website" means the website accessible at the address www.delivery-spot.com;

"Handover Confirmation" means the moment when the users have agreed about the handover.

3. Registration on the Platform and creation of an Account

3.1. Conditions of registration on the Platform

The Platform may be used by individuals aged 18 or over. Registration on the platform by a minor is strictly prohibited. In accessing, using or registering on the Platform, you represent and warrant that you are aged 18 or over.

3.2. Creation of an Account

The Platform enables Members to post the routes they travel and send parcels on those routes and to interact with each other to arrange handover. You can not view the Route if you are not registered on the Platform. You cannot post a New Route or acceptance of handover without having first created an Account and become a Member.

To create your Account, you can complete all mandatory fields on the registration form, read our Privacy Policy

To register on the Platform, you must have read and accepted these T&Cs and the Privacy Policy.

When creating your Account, regardless of the method chosen, you agree to provide accurate and true information, and to update it through your profile or by notifying Delivery-spot, in order to guarantee its relevance and accuracy throughout your contractual relations with Delivery-spot.

In the case of registration by email, you agree to keep secret the password given upon creating your Account and not to communicate it to anybody. If you lose or disclose your password, you undertake to inform Delivery-spot immediately. You alone are responsible for the use of your Account by third parties, unless you have expressly notified Delivery-spot of the loss, the fraudulent use by a third party, or the disclosure of your password to a third party.

You agree not to create or use, under your own identity or that of a third party, Accounts other than that initially created.

3.3. Verification

Delivery-spot may, for the purposes of transparency, improving trust, or prevention or detection of fraud, set up a system for verification of some of the information you provide on your profile. This is notably the case when you enter your telephone number or provide us with an Identity document.

You recognize and accept that any reference on the Platform or the Services to “verified” information, or any similar term, means only that a Member has successfully passed the verification procedure existing on the Platform or the Services in order to provide you with more information about the other Member.

4. Use of the Services

4.1. Posting a New Route

As a Member (who travels), and providing you fulfill the conditions below, you can create and post New Route on the Platform by entering information about the whole route you intend to make (dates/times and parcel collection points and arrival, stations, options available, etc.).

When posting a New Route, you can indicate the milestone cities in which you agree to stop, to pick up or drop off Parcels. The sections/stations of the Route between these milestone cities or between one of these milestone towns and the collection point or destination of the Route.

You are only authorized to post a New Route if you fulfill all the following conditions:

- you do not intend posting another advert for the same Route on the Platform;

- you do not offer a handover service for parcels that you cannot pick-up or carry;

You recognize that you are solely responsible for the content of the New Route you post on the Platform. Consequently, you represent and warrant the accuracy and truthfulness of all information contained in your Route post, and you undertake to fulfill the deal under the conditions described in your Route post.

Never accept a closed package!!!

Also, you have the right to refuse delivery at any time.

Close up the package yourself after having confirmed that the contents are legitimate. In the event of doubt or suspect behavior on the part of the requester, immediately refuse the delivery.

In case of a problem with delivery, no matter what the reason is, contact us by email.

If the Traveler has to cancel his trip or has a transportation problem, he needs to make it known as soon as possible to the Sender.

Your Route will be posted on the Platform and therefore visible to Members and all visitors, conducting a search on the Platform. Delivery-spot reserves the right, at its sole discretion and without notice, to not post or to remove, at any time, any posted Route that does not comply with the T&Cs or that it considers as damaging to its image, that of the Platform, or that of the Services.

You are informed that in the event that you present yourself as a consumer by using the Platform when in fact you act as a professional, you are exposed to sanctions provided by the applicable law.

4.2. Connecting Members

Delivery-spot has set up a system for connecting members on the Platform online.

Delivery-spot provides to users on the Platform a search engine based on different search criteria (Place of origin, destination, stations, dates, etc.). Certain additional functionalities are provided on the search engine when the user is connected with his/her Account. Delivery-spot invites the user, regardless of the process used, to carefully consult and use the search engine to determine the offer that is most adapted to his/her needs.

At the time of the Handover Confirmation, Delivery-spot will send you the telephone number of the Member who is traveling (if you are the sender) or of the Member who is sending (if you are traveling). You are then solely responsible for executing the contract binding you to the other Member.

We also remind you that our travelers are not professional delivery personnel.

4.2.3 Named nature of the New Route posting and terms of use of the Services on behalf of a third party

It is forbidden to publish routes or send packages to a third party..

4.3. Review system

You have the option to leave a rating after each shipment delivered. This way you help other users to choose the best Traveler to carry shipments.

4.3.1. Operation

Delivery-spot encourages you to leave a review about a Traveler (if you are a Sender) or about a Sender (if you are a Traveler) with whom you have agreed a Handover. However, you are not permitted to leave a review about another Traveler if you have not cooperated before.

4.3.2. Moderation

You recognize and accept that Delivery-spot reserves the right not to publish or to delete any review, any question, any comment or any response if it deems its content breaches these T&Cs.

4.3.3. Limit

Delivery-spot reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs in the case where (i) you have received at least two reports and (ii) the average review rate you have received is less than or equal to 3.

5. Financial conditions

Access to and registration on the Platform, as well as searching, viewing and posting Routes, are free of charge. However, the Handover Confirmation is charged under the conditions described below.

5.1. Cost Contribution and Price

5.1.1 In the event of Handover Confirmation, the Reward Contribution is determined by you, as Sender, under your sole responsibility.

To avoid abuse, Delivery-spot limits the possibility of adjustment of the Reward.

5.2. Service Fees

Delivery-spot in exchange for use of the Platform, at the time of Handover confirmation, charges the driver by reducing by one token each time he agrees with the sender regarding the handover. A Member knows at any time how many more tokens are available and when he spends them, he has the opportunity to buy them in one of the offered packages. Delivery-spot reserves the right to modify at any time the token value of the Service fees. These modifications will not affect the Service Fees accepted by users before the date of entry in effect of these modifications.

In the case of cross-border journeys, please note whether the goods you transfer are subject to customs!!!

We also remind you that our travelers are not professional delivery personnel.

5.4.3 Payment of the Price

Payment for any Order made through the Platform is made by one of the means authorized below. The Customer has the option of saving the information relating to one or more credit cards in his/her Customer Account so that he or she does not have to systematically enter this information when making subsequent payments.

The means of payment can vary depending on the Delivery-spot platform you use. The authorized means of payment are as follows:

Credit card

Paypal

No Order confirmation shall be issued before the full and effective payment of the price of the Transport Services selected by the Member. If the payment is irregular, incomplete or not made for any reason attributable to the Member, the Order shall be canceled immediately.

The Order is confirmed by sending an e-mail to the Member containing the details of the Order.

A Member is invited to check the settings for the inbox of his/her email address and in particular to ensure that the confirmation e-mail is not sent directly to Spam.

Confirmation of the Order is final. Consequently, any changes will result in either an exchange or cancellation under the conditions of the applicable GT&Cs of Sales

7. Cancellation policy

7.1. Terms of repayment in the case of cancellation

Only Handover confirmation fees are the subject of this cancellation policy; Delivery-spot does not offer any guarantee, of any nature, in the case of a cancellation for any reason.

In the case of cancellation owing to the Sender, the Traveler is refunded the one token. This is notably the case when Sender cancels a parcel pickup or has not arrived at the meeting point 15 minutes after the agreed time;

In the case of cancellation owing to the Driver:

- If the Sender cancels a deal thirty minutes or less after the Handover Confirmation, the Traveler is refunded the one token ;
- If the Traveler cancels a deal thirty minutes or more after the Handover confirmation, or if he/she has not arrived at the meeting place 15 minutes after the agreed time, no refund shall be issued.

Delivery-spot appreciates, in its sole discretion, on the basis of the available information, the legitimacy of the refund requests.

7.2. Right of withdrawal

You have no right of withdrawal from the time of Handover Confirmation provided the Contract between you and Delivery-spot consisting of putting you in contact with another Member has been fully executed.

8. Behavior of users of the Platform and Members

8.1. Undertaking of all users of the Platform

You recognize being solely responsible for respecting all laws, regulations and obligations applicable to your use of the Platform.

Furthermore, when using the Platform, you undertake:

- not to use the Platform for professional, commercial purposes, if you are not transport company;
- not to send Delivery-spot (notably upon creation or updating of your Account) or the other Members any false, misleading, malicious or fraudulent information;
- not to speak or behave in any way or post any content on the Platform of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging activities or the use of illegal substances, or more generally contrary to the purposes of the Platform, that may infringe the rights of Delivery-spot or a third party or contrary to good morals;
- not to infringe the rights and image of Delivery-spot, notably its intellectual property rights;
- not to open more than one Account on the Platform and not to open an Account in the name of a third party;
- not to try to bypass the online system of the Platform, notably by trying to send another Member your contact details in order to make the deal outside of the Platform and avoid paying the Service Fees;

- not to contact another Member, notably via the Platform, for a purpose other than defining the terms of the Handover;
- not to accept or make payment outside of the Platform except for the purchase of tokens;
- to comply with these T&Cs and the Privacy Policy.

8.2. Undertakings of the Drivers

Furthermore, when you use the Platform as Traveler, you undertake:

- to post Route corresponding only to Destination actually planned;
- to respect the times and places agreed with the other Members (notably meeting place and handover points);
- not to take more Parcels than he/she can carry;
- in the case of holdup or change to the Handover time, to inform Sender without delay;
- to wait for Sender at the agreed meeting place for at least 15 minutes after the agreed time;
- not to post a Route relative to a vehicle you do not own or that you are not authorized to use;
- to ensure you can be contacted by your Sender by phone on the number registered on your profile;
- to behave appropriately and responsibly during the Handover.

8.3. Undertakings of the Sender

8.3.1 For Handover

When you use the Platform as Sender, you undertake:

- to adopt appropriate behavior during the Communication and Handover with other Member;
- in the case of holdup, to inform the Traveler without delay;
- to wait for the Traveler at the meeting place for at least 15 minutes beyond the agreed time;
- to communicate to Delivery-spot, or any Traveler who so asks, your identity card or any document evidencing your identity;
- in the case of a cross-border parcel Sending, to check whether the goods you send are subject to customs ;
- to ensure you can be contacted by your Traveler by phone on the number registered on your profile, including at the meeting point.

9. Suspension of accounts, limitation of access and termination

You can terminate your contractual relations with Delivery-spot at any time, without cost and without reason. To do this, simply go to the "Close account" tab of your Profile page.

In the event of (i) breach by you of these T&Cs, including but not limited to your obligations as Member mentioned in Articles 6 and 8 above, (ii) exceeding the limit set out in Article 4.3.3 above, or (iii) if Delivery-spot has genuine reason to believe that this is necessary to protect its security and its integrity, that of the Members or third parties, or for the purpose of prevention of fraud or investigations, Delivery-spot reserves the right to:

- terminate the T&Cs binding you with Delivery-spot immediately and without notice; and/or
- prevent the posting of or removing any review, Advert, message, content, Handover request, or any content posted by you on the Platform; and/or
- limit your access and your use of the Platform; and/or
- temporarily or permanently suspend your Account.

When this is necessary, you will be notified of the establishment of such measures in order to enable you to give explanations to Delivery-spot. Delivery-spot will decide, at its sole discretion, whether or not to lift the measures put in place.

10. Personal data

In the context of your use of the Platform, Delivery-spot will collect and process some of your personal data. In using the Platform and registering as Member, you recognize and accept the processing of your personal data by Delivery-spot in compliance with the applicable law and the stipulations of the Privacy Policy.

11. Intellectual property

11.1. Content published by Delivery-spot

Subject to the contents provided by its Members, Delivery-spot is the sole holder of all intellectual property rights relating to the Service, the Platform, its content (notably texts, images, designs, logos, videos, sounds, data, graphics) and to the software and databases ensuring their operation.

Delivery-spot grants you a non-exclusive, personal and non-transferable right to use the Platform and the Services, for your personal and private use, on a non-commercial basis and in compliance with the purposes of the Platform and the Services.

You are prohibited from any other use or exploitation of the Platform and Services, and their content, without the prior written permission of Delivery-spot. Notably, you are prohibited from:

- reproducing, modifying, adapting, distributing, publicly representing and disseminating the Platform, the Services and the content, with the exception of that expressly authorized by Delivery-spot;
- decompiling and reverse engineering the Platform or Services, subject to the exceptions stipulated by the texts in force;
- extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of the Platform.

11.2. Content posted by you on the Platform

In order to enable the provision of the Services, and in compliance with the purpose of the Platform, you grant Delivery-spot a non-exclusive license to use the content and data you provide in the context of your use of the Services (hereinafter referred to as your "Member Content"). In order to enable Delivery-spot to distribute via the digital network and in accordance with any communication protocol (notably internet and mobile network), and to provide the content of the Platform to the public, you authorize Delivery-spot, for the whole world and throughout the duration of your contractual relations with Delivery-spot, to reproduce, represent, adapt and translate your Member Content as follows:

- you authorize Delivery-spot to reproduce all or part of your Member Content on any digital recording media, known or as yet unknown, and notably on any server, hard disk, memory card, or any other equivalent media, in any format and by any process, known or as yet unknown, to the extent necessary to any operation of storage, backup, transmission or download linked to the operation of the Platform and the provision of the Service;
- you authorize Delivery-spot to adapt and translate your Member Content, and to reproduce these adaptations on any digital media, current or future, stipulated in point (i) above, with the aim of providing the Services, notably in different languages. This right notably includes the option to make modifications to the formatting of your Member Content, with respect for your moral right, for the purposes of respecting the graphics charter of the Platform and/or making it technically compatible with a view to its publication via the Platform.

12. Role of Delivery-spot

The service is designed so that the user who transports the package does not change his route and that the handover takes place in convenient places for both users, which they arrange through the application (eg gas stations, stops / rest areas, hotels/motels...). Of course, there is always an option of going to the addresses if the user who transports the packages accepts it.

A user who travels to a specific destination, announces his route with possible delivery locations. When the sender announces the place of sending and delivering of the package, the application automatically compares the two information and connects both users.

In using the Platform and in accepting these T&Cs, you recognize that Delivery-spot is not party to any agreement entered into between you and the other Members.

Delivery-spot has no control over the behavior of its Members and the users of the Platform. It does not own, exploit, supply or manage the vehicles subject of the Route Adverts, and it does not offer any Trips on the Platform.

You recognize and accept that Delivery-spot does not control the validity, truthfulness or legality of the Route Adverts. In its capacity of intermediary, Delivery-spot does not provide any transport service and does not act in the capacity of carrier;

13. Operation, availability and functionalities of the Platform

Delivery-spot shall try as far as possible to maintain the Platform accessible 7 days a week and 24 hours a day. Nevertheless, access to the Platform may be temporarily suspended, without notice, owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network.

Furthermore, Delivery-spot reserves the right to modify or suspend all or part of access to the Platform or its functionalities, at its sole discretion, temporarily or permanently.