

TERMS AND CONDITIONS FOR ARABANJI (Mishwarak Delivery Services Company)

1. Introduction and Acceptance

1.1 Welcome to Arabanji ("we," "us," or "our"), an on-demand WhatsApp personal assistant service registered in Jordan. These Terms and Conditions ("Terms") govern your access to and use of our services, including our WhatsApp numbers, AI chatbot, website, and mobile applications (collectively, the "Service").

1.2 By accessing or using our Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, you must not access or use the Service.

1.3 These Terms are presented to new users via a link in their first interaction with our WhatsApp chatbot. By continuing the conversation or placing an order after receiving the link, visiting our website, or signing in to the driver app, you confirm you are 18 or older, and it constitutes acceptance of these Terms.

2. Description of Service

2.1 Arabanji is the trade name of Mishwarak Delivery Services Company (شركة مشوارك (لخدمات التوصيل), a technology platform that connects users with various services, including but not limited to:

- a) Personal Shopping and Delivery Services: Arabanji facilitates the purchase and delivery of items on your behalf.
- b) Multi-stop errands across several locations.
- c) Larger requested services: Arabanji cooperates with third-party companies to fulfill customer needs.

2.2 Arabanji's Role as Intermediary

- a) Arabanji is a technology platform that facilitates connections between users and service providers
- b) Arabanji does not directly provide goods or services offered by third-parties
- c) Arabanji is a facilitator acting on your instructions.
- d) Arabanji is not the seller of goods we buy for you

e) Arabanji does not guarantee service quality from third-party providers

f) Arabanji also acts as a personal agent, we act only on your instructions and within the scope you give us; decisions about what to buy, which provider to use and whether to go ahead remain yours; We are not responsible for the contents, condition, or outcomes of the items or tasks given to us for completion, except for loss or damage caused by our fault while an item is in our driver's care. We are not responsible for damage caused by poor packaging we didn't provide, normal wear, defects already present, or the actions of shops and third parties

2.3 Arabanji reserves the right to modify, suspend, or discontinue any part of the Service at any time without prior notice. However, we will make reasonable efforts to inform users of significant changes (including material changes to service functionality, pricing, or these Terms) when feasible

2.4 Service Availability

a) Arabanji does not guarantee uninterrupted access to the Service.

b) Scheduled maintenance will be communicated in advance when possible

c) Users acknowledge that the AI system may occasionally be unavailable for updates or maintenance.

d) We operate in Amman from 10am to 10pm (Amman time). Tasks outside this area or these hours may be accepted as usual, accepted at an extra charge, or declined.

2.5 Third-Party Company Services. For services we can't provide ourselves, such as car rental or a car with a driver, trip and travel planning, or event planning, we connect you with independent third-party companies. In these cases:

a) We can't guarantee outcomes that depend on third parties, such as a shop's stock or opening hours, a bank or government office accepting a document, the length of a queue, or a provider finishing work on time.

b) the third-party company provides the service, sets its own terms and cancellation policy, and is responsible for the service itself, including any vehicle, driver, quality and safety;

c) Before you pay, we'll tell you the total price and its key conditions, including its cancellation policy, and you agree to follow its rules. The price we quote is all-inclusive.

d) If something goes wrong, we'll give you the company's details and help you raise the issue with them, but claims about the service itself must be made against that company;

e) We choose these companies with reasonable care and remain responsible for our own part: passing on your request, booking and payment accurately and on time.

3. User Accounts and Communication

3.1 To use our Service, you must provide a valid WhatsApp number. You are solely responsible for maintaining the confidentiality of your account and for all activities that occur under your account.

3.2 You agree to receive communications from us, including via WhatsApp. You can opt-out of non-essential communications at any time.

3.3 You are responsible for providing accurate and up-to-date contact information. Arabanji is not liable for any issues arising from incorrect contact details. You agree to stay available and reachable on WhatsApp for the whole time your task is running, and reply to our messages quickly, so we can complete it accurately.

3.4 Account Security

a) Users must notify Arabanji immediately of any unauthorized use of their account

b) Users acknowledge that sharing account access with third parties is prohibited

c) Arabanji reserves the right to suspend accounts showing suspicious activity. In cases of repeated security violations or confirmed fraudulent activity, Arabanji reserves the right to permanently suspend the account

3.5 Eligibility

You must be at least 18 years old and able to enter a binding agreement under Jordanian law. If you use Arabanji on behalf of a company or another person, you confirm you are authorised to do so and these Terms bind them too.

3.6 WhatsApp

a) Customers interact with Arabanji through WhatsApp, and your WhatsApp number acts as your Arabanji account. Your use of WhatsApp itself is also subject to Meta's terms and privacy policy, which we don't control.

- b) Keep your phone and WhatsApp secure: we treat requests sent from your number as coming from you, and you are responsible for orders placed from it.
- c) Before a driver is assigned, you talk to us on our main Arabanji WhatsApp number. Once a driver is assigned, task updates, photos and messages from the driver reach you through a second, dedicated Arabanji WhatsApp number. This number is used only for updates and messages about tasks in progress, and messages from it come from the Arabanji driver completing your task.
- d) Once your task has been completed, the driver only has access to your chat for 24 hours; after that, the driver loses access. Please save the dedicated number so you don't miss updates, and keep using our main number for new orders, changes, cancellations and support.
- e) The driver's number is never shown to you, and your number isn't shown to the driver unless a contact number is needed to facilitate a pickup or drop-off.
- f) Keep your addresses up to date, as well as your contact details (see 3.3).

3.7 Driver App

The driver app is only for drivers approved by Arabanji. Access is personal: don't share your login or let anyone else complete tasks under your account. Driver engagement, payouts and conduct are covered by a separate driver agreement; if it conflicts with these Terms, the driver agreement prevails on those points.

3.8 Website and Social Media

Information on our website and social media pages is general and may change. Prices, offers and partner-shop listings shown are indicative until confirmed in a specific order.

4. Personal Shopping and Delivery Services

4.1 When you request personal shopping services, you authorize Arabanji to act as your agent in purchasing the requested items on your behalf. You bear full responsibility for the items you instruct Arabanji to purchase. You acknowledge that all purchases are made under your instructions, and Arabanji is not responsible for any dissatisfaction, defects, or issues related to the purchased items.

4.2 We reserve the right to refuse any purchase request at our sole discretion.

4.3 If an item is unavailable, the driver will communicate with you directly via their designated WhatsApp chat and wait for further instructions. They will send you alternatives in the shop (if available). If the driver does not receive a response within 10 minutes, purchase of the most similar item (same budget, function) is permitted in some cases .

4.4 Arabanji is not responsible for the quality, safety, or legality of items purchased. Any issues related to purchased products should be directed to the original seller or manufacturer.

4.5 Delivery times are estimated and not guaranteed. Factors beyond our control may affect delivery times.

4.6 You agree to be available to receive deliveries at the specified address. If you are not available, the order may be returned, canceled, or rescheduled for delivery at an additional fee equal to the original delivery charge. For example, if your initial delivery charge was 4 JOD, a redelivery would incur an additional 4 JOD fee, for a total of 8 JOD.

4.7 Prohibited Use

Arabanji implements preventative measures to identify and reject illegal or inappropriate requests. Users are strictly prohibited from attempting to use our service for any illegal purpose and will be held solely responsible for any legal consequences arising from such misuse. Arabanji reserves the right to report any detected illegal activities to the appropriate authorities and to terminate service to users who violate this provision.

4.8 Order Limitations

- a) Maximum order value limits may apply based on user history and risk assessment
- b) Certain high-value items may require additional verification
- c) Arabanji reserves the right to decline orders exceeding established limits
- d) Arabanji strictly prohibits the purchase/transportation of alcohol, people, and/or pets.

4.9 Placing and Confirming an Order

- a) Request: Describe the task on our main WhatsApp number (+962 7 9355 9888), including addresses, contacts, item details, deadlines and any limits (for example, a maximum budget for items).

- b) Quote: We, or our AI assistant, will reply with the scope and an estimated service fee.
- c) Confirmation: An order is binding only when you accept the quote and we confirm it. Until then, either side can withdraw.
- d) Assignment: We assign a driver through our driver app and share with them only what they need for the task, such as your first name, addresses, instructions and reference photos. Drivers don't see your phone number or full name unless it's required to complete a task. You'll get the driver's first name and status updates through the dedicated driver WhatsApp number (see 3.6).
- e) Changes: Once an order is confirmed and paid, its stops are fixed and no new stops can be added. If you need another stop, place a new order and we'll quote it separately. Small changes to instructions at an existing stop (for example, a different size or colour) are possible if you tell us before the driver completes that stop; we'll confirm any price difference with you first (if applicable).

4.10 Your Responsibilities

You are responsible for making sure that all required documents, funds, permissions and instructions are provided to Arabanji before the service starts, so the task can be completed. All items and tasks must be legal, properly packaged, and accurately described to our team. You also agree to:

- a) give accurate, complete instructions, and update us promptly if anything changes;
- b) make sure people at pickup and drop-off points expect us and are available, or tell us how to proceed if they aren't;
- c) have the right to send us to collect any item, and the authority for any document you ask us to handle on your behalf;
- d) tell us in advance if an item is fragile, valuable, perishable, heavy or confidential;
- e) respond to questions during the task, such as approving options or a price above your budget;
- f) reply to our messages quickly while your task is running (see 3.3). Delays caused by late replies may lead to waiting fees, part of the task being cancelled, or missed deadlines we can't be held responsible for.

4.11 Acting as Your Messenger

Where you ask us to deal with a bank, government office, agent or other institution, you authorise us to act as your messenger for that task only. We cannot sign on your behalf or make legal or financial decisions for you.

4.12 Prohibited Items and Tasks

In addition to 4.7 and 4.8, we will not handle:

- a) alcohol, people, or pets and other animals, under any condition. We do not buy, carry or deliver alcohol of any kind, and our drivers never carry passengers (adults or children) or animals. No exception will be made. If you or your pet need transport, we can only connect you with a licensed third-party company;
- b) anything illegal in Jordan, including drugs, weapons, ammunition and stolen goods;
- c) prescription medicine without a valid prescription in your name or the patient's;
- d) tobacco or vaping products for anyone under 18;
- e) hazardous materials, explosives or flammable gas cylinders;
- f) cash, gold, jewellery or items worth more than 300 JD unless we've agreed in writing in advance;
- g) tasks involving deception, surveillance, harassment, or entering property without permission.

If we find a task involving a prohibited item, we can stop it, return the item where safe, and charge for work done.

4.13 Buying Items for You

- a) The shop is also responsible for the warranty on goods (see 4.4). We'll help with returns or exchanges as a new task, at the normal fee.
- b) We will check visible conditions and match your description as best we can, but we can't test or inspect goods technically.

4.14 Failed or Incomplete Tasks

- a) If a recipient isn't available, an office is closed, or a document isn't ready, we'll contact you for instructions. Waiting, returning the item, or trying again later may cost extra.

b) If we can't reach you within 15 minutes, we may return the item to the pickup point or keep it safely and arrange redelivery. The same applies if you or the recipient aren't available at the drop-off. Redelivery is charged as set out in 4.6.

c) Waiting fees are 0.2 JD per minute after a 5-minute grace period.

d) Items not collected within 14 days after we tell you they're ready may be disposed of or donated, after a final reminder.

5. **Other Services** (car rental, drivers, event planning, travel agencies, etc)

5.1 Arabanji cooperates with third-party companies to carry out customer requests. Arabanji does not operate as a car rental agency, taxi service, travel agency, event planning agency, etc

5.2 All liability related to the vehicle, driver, transportation, quality of service lies solely with the company providing the service.

5.3 Arabanji's role is limited to facilitating communication between users and service-providing companies.

5.4 Users must comply with all rules and regulations set by service-providing companies.

5.5 In case of issues or complaints, Arabanji will provide relevant information about the company to the user.

5.6 Arabanji acts solely as an intermediary in facilitating said services mentioned above. All charges, terms, and conditions for the services are set by and subject to agreement between the user and the third-party company providing the service.

5.7 Third-Party Service Provider Liability

a) Arabanji acts solely as an intermediary platform connecting users with third-party service providers

b) All service agreements are between users and third-party providers

c) Arabanji does not guarantee or warrant any third-party services

d) Users acknowledge that any claims related to service quality, safety, or performance must be directed to the third-party provider

- e) Arabanji's liability is strictly limited to its role as an intermediary platform
- f) Arabanji shall not be liable for any disputes, damages, or losses resulting from the actions, omissions, or failures of third-party service providers. Users agree to resolve any issues directly with the provider

6. Pricing and Payments

- 6.1 Service fees start at 3 JD and vary based on the distance & task nature.
- 6.2 For personal shopping, you agree to pay for the items purchased plus our service fee.
- 6.3 For third-party services, pricing is set by the third-party company.
- 6.4 You agree to pay all charges at the prices then in effect for your purchases.
- 6.5 Arabanji reserves the right to correct any pricing errors, even if payment has already been requested or received.
- 6.6 Payment can be made via cash on delivery, CliQ, or through third-party payment processors such as HyperPay.
- 6.7 Online Payments and Processing Fees
 - a) For online payments, you will be redirected to a third-party's payment gateway.
 - b) A payment processing fee typically estimated around **2.5% to 3.5%** of the total transaction amount will be added to your payment when using third-party online payment services.
 - c) The processing fee covers the third-party payment providers own fee, it is not Arabanji's
 - d) The payment processing fee is non-refundable, even in cases of order cancellations or refunds, unless the transaction was charged in error.
- 6.8 Arabanji reserves the right to change its pricing structure at any time.
- 6.9 Payment Gateway Availability and Service Interruptions.
 - a) Arabanji is not responsible for any interruptions, errors, or unavailability of the third-party's payment gateway.

b) In case of payment gateway failures, alternative payment methods will be offered.

6.10 Payment Disputes and Chargebacks

a) Any payment disputes must be raised within 30 days of the transaction.

b) Users agree to contact Arabanji before initiating any chargeback with their bank or payment provider.

c) Users are responsible for chargeback fees if the chargeback is found to be unwarranted.

6.11 Failed Payments

a) In case of payment failure, the user will be notified immediately and provided with alternative payment options

b) Repeated payment failures (three or more within a 30-day period) may result in temporary service restriction until payment methods are verified

c) Users are responsible for any bank charges due to payment failures

d) All orders must be paid for in full at the time of collection or delivery. Arabanji reserves the right to withhold delivery until full payment is received

7. Cancellations and Refunds

7.1 Your Right to Cancel

You may cancel a task at any time through the Arabanji WhatsApp chat. Cancellations must be submitted directly through the chat – communication to the driver does not constitute a valid cancellation.

7.2 Free Cancellation Window

All orders include a free cancellation window of 5 minutes from the time the order is created. If you cancel within this window, no cancellation fee will be charged.

7.3 Cancellation Fees

After the 5-minute free window has elapsed, a cancellation fee will apply. The fee is determined by the type of service and the stage at which the cancellation occurs, as follows:

(a) Pick & Drop & Personal Shopping

Stage at Cancellation	Fee
Before a driver is assigned	Free
After a driver is on the way	4 JOD
After items are bought or stops completed	Service fee for work done, plus the cost of any items already bought (Which will be delivered to you)

(b) For services provided by a third-party company, that company's own cancellation policy applies. If you cancel after paying:

- before we've confirmed the booking with the company: you get a full refund, minus any non-refundable card processing fee;
- after the booking is confirmed: you get back the same share of the price you paid that the company refunds under its policy (for example, if the company refunds 50%, you get 50% of the price back), minus any non-refundable card processing fee. We don't keep any separate arranging fee.

7.4 Fee Fairness – Pick & Drop and Personal Shopping Orders

Arabanji reserves the right to apply a reduced or increase in cancellation fee where, in its reasonable discretion, the standard cancellation fee would exceed or fall short of the fees attributable to the order at the time of cancellation. Any such reduction is applied at Arabanji's sole discretion and does not constitute a right or entitlement on the part of the customer. This clause applies to pre-pickup cancellations on Pick & Drop and Personal Shopping orders only and does not apply where the item has already been collected or is en route to the delivery location.

7.5 Full Amount Due

For Stand-in-Line orders, once the driver has placed your name on the waiting list, the task is considered complete, and the full service fee applies. This also applies to any queue task: once the driver has secured your place (for example, taken a number or had your name added to a list), the full service fee applies even if you cancel afterwards.

7.6 Non-Payment of Cancellation Fees

If a cancellation fee is not settled before midnight of the same working day on which it is issued, your Arabanji account will be suspended and you will be unable to place new orders until the outstanding balance is cleared. Arabanji reserves the right to refer unpaid balances to a payment collection process and, where necessary, to take further action in accordance with applicable laws in Jordan.

8. User Conduct and Prohibited Activities

8.1 You agree not to use Arabanji for any unlawful purpose or in any way that violates these Terms.

8.2 Prohibited activities include, but are not limited to:

- a) Requesting illegal goods or services
- b) Harassing or abusing Arabanji staff or service providers
- c) Attempting to defraud or exploit the Service
- d) Interfering with or disrupting the Service
- e) Requesting products prohibited by applicable laws

8.3 Users are prohibited from attempting to reverse engineer, decompile, or extract the source code of any part of Arabanji's Service

9. Intellectual Property

9.1 The Service and its original content, features, and functionality are owned by Mishwarak Delivery Services Company and are protected by trademark

9.2 The Arabanji name, logo, brand, website content, driver app, and our templates and processes belong to Arabanji or our licensors. You may not use them without our written permission, except to refer to Arabanji fairly.

9.3 Content You Send Us

You keep ownership of the photos, files and messages you send. You give Arabanji permission to use them to complete your tasks, provide support, keep records and improve our service. You confirm you have the right to send this content, including any images of other people.

9.4 Feedback and Reviews

If you share ideas or feedback, we may use them freely without owing you anything. If you give us a review or testimonial, we may display it with your first name or initials, and we'll remove it if you ask.

10. Limitation of Liability

10.1 Arabanji's liability for personal shopping services is limited to the service fee charged, except as stated in 2.2(f).

10.2 For third-party services, Arabanji acts solely as an intermediary. All liability for the service lies with the third-party company.

10.3 To the fullest extent permitted by applicable law, Arabanji shall not be liable for any indirect, incidental, special, consequential, or punitive damages resulting from your use of the Service.

10.4 Arabanji's AI system is owned by Meta, it may occasionally deliver incorrect or inappropriate responses. Such errors may include, but are not limited to, factual inaccuracies, misinterpretation of user requests, or generation of inappropriate content. To the fullest extent permitted by law, Arabanji shall not be held liable for any damages or losses resulting from such AI-generated errors. Users are advised to exercise their own judgment and, when in doubt, to seek clarification from a human agent as outlined in Section 20.5.

10.5 Force Majeure

Arabanji shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, civil unrest, or technological failures.

10.6 Maximum Liability

The maximum aggregate liability of Arabanji for all claims related to the Service shall not exceed the amount paid by the user for the specific service giving rise to the claim.

11. Indemnification

11.1 You agree to indemnify, defend, and hold Arabanji harmless from any claims, losses, liability, demands, or expenses (including attorneys' fees) made against us by any third party due to or arising out of your use of the Service.

12. Third-Party Links and Services

12.1 The Service may contain links to third-party websites or services that are not owned or controlled by Arabanji.

12.2 Arabanji has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services.

12.3 Tasks are performed by drivers as independent contractors or employed by Arabanji. Drivers follow Arabanji's code of conduct and handle your information confidentially. Please treat drivers with respect; abusive behaviour may lead to us ending service.

12.4 Third-Party Services

Arabanji relies on services run by other companies, including WhatsApp and the WhatsApp Cloud API (Meta), Google Maps and other map services, Supabase and other hosting providers, app stores (Apple and Google), payment providers and Meta's WhatsApp AI agent.

a) Their rules apply: Your use of these services is also governed by their own terms, privacy policies and rules, which we don't control. You agree to follow them, for example WhatsApp's terms when you message us.

b) We follow their rules too: We must comply with these providers' rules, and they may limit how we can reach you. For example, WhatsApp restricts the messages businesses can send outside a set reply window. We may need to adjust or pause parts of our service to stay within them.

c) Outages and errors: We're not responsible for losses caused by these services, such as an outage, a delayed or undelivered WhatsApp message, an inaccurate map or location, a failed payment, or a provider changing or ending its service. Where one of these affects a confirmed order, we'll tell you as soon as we can and work with you to complete, reschedule or cancel it fairly.

d) Links to partner shops are for convenience; 12.1 and 12.2 apply to them.

This clause does not cover problems caused by our own mistakes or negligence in how we use these services.

13. Changes to Terms

13.1 We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide the up-to-date version on the website arabanji.com

13.2 Updates don't affect orders already confirmed. Continuing to use Arabanji after a change takes effect means you accept it.

14. Termination

14.1 We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

14.2 Upon termination, you remain liable for all charges incurred up to the date of termination.

15. Governing Law and Dispute Resolution

15.1 These Terms shall be governed by and construed in accordance with the laws of Jordan.

15.2 Dispute Resolution Process

All disputes arising out of or in connection with these Terms shall be resolved in the following order:

a) Direct Resolution

- Users must first submit a written complaint to Arabanji
- Allow fifteen (15) business days for Arabanji's response
- Parties shall attempt good-faith negotiation
- If the user does not accept Arabanji's response, the user must notify Arabanji in writing within seven (7) days, after which the parties will attempt to resolve the matter through a final round of direct negotiation within an additional seven (7) days

b) Court Proceedings

- If the dispute remains unresolved after direct resolution attempts, either party may initiate proceedings before the competent courts of Jordan
- The courts of Jordan shall have exclusive jurisdiction over all disputes

15.3 Provisional Remedies

Notwithstanding the above, Arabanji may seek immediate injunctive relief or other urgent legal protection from any court of competent jurisdiction in Jordan.

16. Severability

16.1 If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

17. Waiver

17.1 The failure of Arabanji to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

18. Entire Agreement

18.1 These Terms constitute the entire agreement between you and Arabanji regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

19. Contact Information

19.1 For any questions about these Terms, please contact us at @arabanji on instagram or by phone at +962 7 9355 9888.

20. AI Limitations and Human Support

20.1 Arabanji is a WhatsApp on-demand personal assistant where we or our AI will respond and offer services including, but not limited to, personal shopping, delivery, and commuting through third-party providers.

20.2 Users acknowledge and agree that the AI system may occasionally provide incorrect information, misinterpret requests, or generate inappropriate responses. In the event of unsatisfactory AI interactions, users have the option to request human support through the chat interface by explicitly stating their desire to speak with a human agent.

20.3 Users expressly agree that Arabanji shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or in any way connected with AI-generated errors, misinterpretations, or inappropriate responses.

Users are strongly advised to exercise independent judgment and verification of AI-provided information, particularly for decisions involving significant financial, legal, or personal consequences.

20.4 The availability of human support does not constitute a guarantee of error-free service or override the liability limitations set forth in these Terms and Conditions.

20.5 Escalation Process for Human Support:

- a) Users can request human support by typing "speak to a human agent" or "human support needed" at any time
- b) During business hours (10am-10pm Amman time), human support will aim to respond within 30 minutes
- c) Outside business hours, human support will aim to respond within 8 hours

21. User Rights

21.1 Users have the right to request data deletion at any time, which will be executed within 30 calendar days of receiving a verifiable request, subject to legal and legitimate business retention requirements.

22. Transparency

22.1 Arabanji is committed to transparency in its pricing. We provide clear and upfront service charges with no hidden fees.

23. Service Level Expectations

23.1 While Arabanji strives to provide timely service, specific delivery times are estimates only.

23.2 Service availability may vary based on location, time, and resource availability.

23.3 Premium services, when offered, will be clearly marked with separate terms.

By using Arabanji's services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.