

Terms and Conditions

The terms used in this document have the following meanings:

- 1.1. Company – “Ori Nabiji Delivery” LLC (ID 406358230) or its successor;
- 1.2. Courier - means any natural person (includes both entrepreneur and non-entrepreneurial natural person) who, by confirming the user's order placed on the platform, fulfills the obligation to deliver the order to users;
- 1.3. Facility - means any trading facility or other type of operator whose products will be placed on the platform for further sale;
- 1.4. User - means any person who has reached the age of 18, who placed an order to purchase and receive products placed on the platform;
- 1.5. Platform - the platform owned/managed by the Company (including both the website www.2nabiji.ge and related applications) connects users, facilities, and couriers. The platform allows users to purchase products from facilities and order delivery to couriers;
- 1.6. Delivery service - service provided by couriers to the user, based on which the user receives the purchased product (order) at his address;
- 1.7. Completed order - an order accepted by the user and not subject to cancellation;
- 1.8. Delivery fee - order delivery fee paid by the user in exchange for the delivery service;
- 1.9. User space - the place/territory/address indicated by the user on the platform, where the order should be transferred to him.

General Information

The company owns and manages a platform that connects facilities, users, and couriers, in particular, through the platform, users can purchase products placed on the platform from facilities, and order delivery services from couriers, therefore, when purchasing products, users enter into a transaction with facilities, and when purchasing delivery services - with couriers.

2. General terms of use of the platform by the user

- 2.1. By registering on the platform, the user creates his personal account, through which he has the opportunity to purchase the products of the facilities placed on the platform and receive the purchased products by courier;
- 2.2. The user is responsible for all actions carried out from his account, therefore, he is obliged to keep the platform account data confidential;
- 2.3. To place an order on the platform, the user must follow the instructions of the platform and pay the cost of the products and the delivery fee provided for the delivery service;

2.4. By placing an order on the platform, the user enters into a transaction with the facility and the courier, the company only connects the user with the facility and the courier through the platform, and the company is not a party to the transaction concluded between the user and the facility, as well as between the user and the courier;

2.5. The photo of the products placed on the platform may not correspond to the actual visual of the product, the visual difference is not considered a defect/fault of the product;

2.6. In the case of ordering products to be weighed by the user, a difference in weight may be observed. In case there is a difference between the weight of the products ordered by the user and the weight of the products actually weighed during the preparation of the order, the user will be contacted and the possible weight of the delivered product will be specified unless the weight of the products ordered by the user exceeds the weight of the product actually weighed during the preparation of the order by 10%, in such a case, the product will be delivered to the user without communicating with him, in any case, the amount corresponding to the weight of the product actually delivered to him will be deducted from the user's account;

2.7. If the user's order involves the purchase of a product that is subject to regulation or there are legal restrictions regarding its purchase/use/delivery, the user is obliged to be guided by the current legislation when purchasing/using/receiving similar products, in case of violation of the said obligation by the user, the user is the responsible person;

2.8. The user will be able to receive the products/services purchased through the platform at the address indicated by him on the platform, under the conditions on the platform;

2.9. The amount paid by the user through the platform is credited to the company's account, after which the company distributes the deposited amount between the facility and the courier to cover the products purchased by the user and the delivery commission;

2.10. The products purchased by the user through the platform will be delivered no later than 1 (one) hour after the payment of the cost of the products and the delivery fee, while the user has the opportunity to specify the desired time of receiving the products on the platform, which will be taken into account when delivering the order to the user, with the reservation that the courier may need 1.5 (one hour and 30 minutes) hour;

2.11. The user will be able to purchase products/services through the platform periodically during the working hours indicated on the platform;

2.12. Periodically it may be possible to impose restrictions on the use of the platform by the user on specific days and/or addresses;

2.13. The order may not be delivered to the user within the time limit indicated on the platform due to traffic jams, bad weather, high volume of orders, or other unforeseen circumstances;

2.14. The company reserves the right, at its sole discretion, to cancel the user's order fully or partially;

2.15. In case, despite the information on the platform, the facility does not have a specific product in stock or there is a shortage of the product, the user will be contacted to modify the order or cancel the order for a specific product, and in this way, a corresponding change will be made to the user's order;

2.16. By registering on the platform, the user declares his consent that the company and its partners will communicate with him on the contact data recorded on the platform by e-mail, SMS text message, the internal messenger of the platform, through calls, to provide the user with advertising/marketing letters, text messages or information based on the use of the platform. In case the user does not want to communicate under this clause, he can contact the company at any time via the contact e-mail. to mail and refuse to communicate;

2.17. The platform may periodically determine the minimum amount of the value of the products to be purchased by the user. If the user's order involves the purchase of products worth less than the minimum price determined through the platform, the user's order value (in this case, it means the purchase order of specific products) will be rounded up to the minimum price determined on the platform;

2.17.1. The user is obliged to check the order immediately after receiving the order and not accept it if there is a defect. If the received order has a hidden defect/fault that could not have been noticed when the order was received, the user is obliged to contact the company immediately after discovering the defect, but in any case no later than 15 minutes after receiving the order, and to send photos showing the defect/fault to the company via email or platform's internal messenger. If the user reports a defect in the products under the present conditions, the company will provide a replacement of the damaged product and/or return its value to the user, in any case, the company is entitled to additional requests from the user to send evidence related to the defect, as well as return the defective products;

2.18. If the company has to refund the money to the user based on the user's specific order, the company will provide the user with a refund no later than within 3 (three) working days from the moment of confirmation of the user's refund;

2.19. The facility is responsible for the products purchased by the user through the platform. The company is not responsible for the delivery of inappropriate products;

2.20. The person responsible for the delivery service purchased by the user through the platform is the courier. The company is not responsible for non-performance of delivery services (including late delivery or non-delivery of the product) and/or quality;

2.21. Depending on the volume or size of the products purchased by the user through the platform, the courier fee may be increased, in particular, if the order cannot be placed in a specific vehicle (including two-wheeled scooters), the delivery fee will be increased depending on the means of transport used, and the user will be informed about this before the order is shipped;

2.22. After placing an order on the platform by the user, it is possible to replace the courier providing the delivery service to the user;

2.23. The user is obliged to:

2.23.1. Comply with the present rules and conditions, as well as comply with the applicable legislation of Georgia when using the platform;

2.23.2. Be available after placing an order on the platform, at the contact number specified by him on the platform, as well as at the address indicated on the platform for receiving the order, otherwise, the order will be canceled, and the amount paid by the user (both the cost of the products and the delivery fee) will not be returned to him;

3. Copyright

3.1. All materials placed on the platform that are subject to copyright protection are subject to the intellectual property rights of the company, the user declares that he will not download, distribute and use for personal purposes the materials on the platform, and will not perform any actions that may cause violation of Georgian law on "Copyright and related rights".

4. User statements and guarantees

4.1. The user declares and guarantees that:

4.1.1. There is no transaction/condition and/or there is no document, obligation, or circumstance that would prevent and/or endanger the fulfillment of the obligations assumed by him;

4.1.2. The user who registers on the platform has full authority and meets all the necessary conditions (including being a person of full age and capacity) to undertake and fulfill the obligations arising from the use of the platform.

5. Privacy

5.1. Any information that becomes known to the parties through the use of the platform or as a result of it is confidential. The user is obliged not to disclose confidential information to third parties without the written consent of the company, as well as not to use it personally. Otherwise, the company is entitled to apply appropriate legal measures to protect the rights, including demanding compensation for damages.

5.2. The user's obligation to keep the information confidential is effective from the moment of his registration on the platform and is maintained after the termination of using the platform (meaning the moment of making the last order) during 5 (five) years;

5.3. Disclosure of information to the relevant party's contractor and related persons, financial, tax, legal, or other consultants is not considered a violation of confidentiality, if such disclosure is made under the condition of confidentiality protection, as well as in cases where the party is required to disclose information following the requirements of the law.

6. Data processing

6.1. The company is authorized to process/use the data recorded/indicated by the user on the platform, including sending marketing advertising messages to the user, to improve the flexibility of use of the platform and to protect the rights of persons using the platform, the company is also authorized to provide the user's data to partner entities to implement marketing/advertising offers and other;

6.2. After the user's registration on the platform, the company collects the data/information indicated/recorded by the user on the platform, the company also collects the user's data, which the user has granted the right to disclose and process to third parties;

6.3. Through the platform, the user can also provide the following information to the company (for the facility and the courier depending on the task to be performed): name and surname, gender, date of birth, e-mail address, actual address, contact number and information about the order;

6.4. The user has the opportunity at any time to request the termination of the processing of the data disclosed by him through the platform, as well as the cancellation of the account and the deletion of his personal data from the account page of the platform;

6.5. In case the user uses a browser, the company will automatically receive a technical signal/information about the computer device or program used by the user;

6.6. Technologies such as cookies, pixels, scripts, and others are used to collect information by the company and the company's partner entities. Using the mentioned technologies from the user's browser or device, the company collects information about the use of the platform and processes the information obtained in this way to periodically make different offers to the user;

6.7. Information about the user's use of the platform is stored on the company's server. The above-mentioned information may include such data as device IP address, browser information, operating system type;

6.8. The company may use different advertising campaigns to offer the user advertising tailored to his interests. The company collects information from various sources, including browsers, so that advertising/offers made to the user are relevant to the user's interests;

6.9. The company may collect and use user information for various purposes, including:

a) to improve the flexibility of using the platform and the quality of service;

b) To receive the value paid by the user from the payment operators;

c) To communicate with the user, including sending news, promotions, and offers of interest to the user.

6.10. The company may share the user's information with couriers, facilities, persons providing SMS services, and entities providing marketing/analytical services to facilitate the use of the platform by

the user, improve it, or make various offers to the user, the information will be disclosed to the mentioned persons for a specific purpose, under appropriate conditions for the protection of the relevant confidentiality;

6.11. If a reorganization takes place within the company, or in connection with it, or there is a change in the legal form/content of the entity (sale of shares, etc.), the company may provide the persons involved in the reorganization process with the information processed by it, based on taking into account the conditions ensuring the protection of confidentiality with the said persons;

7. Termination/suspension of the use of the platform

7.1. Based on the use of the platform or in connection with it, the relationship between the user and the company originates from the moment the user registers on the platform;

7.2. The company has the right to terminate the relationship with the user regarding the use of the platform, if:

7.2.1. The user violates these terms and conditions;

7.2.2. The user engages in an act prohibited by law or performs an immoral act;

7.3. The company is entitled unilaterally, at any time based on the notification sent to the user, to terminate or limit the user's use of the platform;

7.4. For the avoidance of any doubt, the company shall not be liable for any unilateral termination/restriction of the use of the platform by the company (including compensation for damages (loss), including unpaid income);

7.5. The parties agree and confirm that, despite the termination of the relationship, for the relevant period, any unfulfilled obligations and related requirements under these terms of use/application remain in force, as well as any conditions that provide for the continuing obligation/right of the party/parties.

8. Communication

8.1. Any official communication between the parties must be in writing. A written notice provided to a party may be delivered to it personally or sent by mail. For the sake of efficiency, it is permissible to deliver a notice to the other party via e-mail and/or via the platform;

8.2. The notice is considered delivered on the day of its receipt by the addressee if the receipt of the notice is confirmed by the addressee. If the receipt of the notice is not confirmed by the addressee, any such notice shall be deemed to have been duly sent and received;

8.2.1. In case of sending a written notification by mail - on the day of confirmation of delivery;

8.2.2. If the notice is sent by e-mail, on the next working day after the date of sending;

8.3. The notice is considered received even if the notice is returned to the sender of the notice at the address/contact data due to the absence of the location of the addressee of the notice, the addressee refuses to receive the notice, or avoids receiving it;

8.4. The parties will communicate at the addresses/contact details specified by the platform or at any other address/contact details that one party informs the other in writing. The user is obliged to inform the company about the change of addresses or any of his data promptly, otherwise, the relationship carried out by the company at the mentioned address (sending a notice, etc.) will be considered duly performed.

9. Force majeure

9.1. The party should not be held responsible for non-fulfillment and/or untimely fulfillment of the obligations provided for in the present terms of using the platform if this was caused by force majeure circumstances;

9.2. Force majeure is deemed to be a special circumstance that the party could not foresee or avoid by taking reasonable measures. Force majeure circumstances are flood, fire, earthquake and/or other natural disasters, war, military action, strike, riot, government action, or other similar situations/circumstances;

9.3. A party that is unable to fulfill its obligations due to the occurrence of force majeure circumstances shall be released from the fulfillment of its obligations only to the extent that the force majeure circumstances prevent it from fulfilling its obligations;

9.4. A party that cannot fulfill its obligations due to the occurrence of force majeure circumstances will have a reasonable extension of time to fulfill these obligations. In addition, if the force majeure circumstance lasts for more than 1 (one) month, each party will have the right to terminate the relationship with the party before the term.

10. Legislation and dispute resolution

10.1. All issues related to the use of the platform or arising from it, which are not regulated by these terms and conditions, are regulated by the legislation of Georgia;

10.2. All disputes that arise between the company and the user based on the platform or in connection with it will be resolved through negotiation, and if an agreement is not reached, the dispute will be solved by the Georgian court according to the legal address of the company;

11. Final provisions

11.1. The company has the right to make changes to the terms and conditions at its sole discretion. The changes made will be published on the platform. If such substantial changes are made to the terms and conditions, which may have a significant impact on the user's rights, the user will be notified regarding the said change 5 (five) working days before the changes take effect, through the

platform and/or email specified on the platform. If the user places orders on the platform even after the date of entry into force of the changes, it is considered that he fully agrees with the changes;

11.2. All issues related to the use of the platform or arising from it, which are not regulated by these terms and conditions, are regulated by the legislation of Georgia;

11.3. Users can contact the company at the following e-mail: delivery@orinabiji.ge.