

App Terms & Conditions

TERMS AND CONDITIONS OF USE

Send Me Now Logistics – Food Delivery Service

Last Updated: 12/07/2026

1. Introduction

Welcome to **Send Me Now Logistics** ("Company," "we," "us," "our"). These Terms and Conditions ("Terms") govern your use of our mobile application ("App") and the food delivery services provided through it. By downloading, registering, or using the App, you agree to be bound by these Terms. If you do not agree, please do not use the App.

2. Eligibility

By using the App, you represent and warrant that:

- You are at least 18 years old (or the age of majority in your jurisdiction).
- You have the legal capacity to enter into a binding agreement.
- You will provide accurate, current, and complete information during registration.

3. Account Registration and Security

- You must create an account to place orders.
- You are responsible for maintaining the confidentiality of your login credentials.
- You are fully responsible for all activities that occur under your account.
- You agree to notify us immediately of any unauthorized use of your account.
- We reserve the right to suspend or terminate accounts that are found to be fraudulent, abusive, or in violation of these Terms.

4. The Service and How It Works

Send Me Now Logistics acts as a **technology platform** connecting three parties:

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1. **Users (Customers):** You place orders for food.
2. **Restaurants:** We display their menus and relay your order to them.
3. **Delivery Partners (Drivers/Couriers):** We assign independent contractors to pick up and deliver your order.

Please Note: We are not a restaurant or a food manufacturer. We do not prepare, cook, or handle the food. We are strictly a logistics and ordering intermediary.

5. Placing an Order

- By clicking "Place Order," you are making an offer to purchase the selected food items from the restaurant at the stated price, plus applicable delivery fees and taxes.
- We reserve the right to refuse or cancel orders at our sole discretion (e.g., if the restaurant is closed, items are out of stock, or pricing errors occur).
- Once an order is confirmed by the restaurant, you cannot cancel it, as the preparation process will have already begun. If cancellation is permitted, you may be subject to a cancellation fee to compensate the restaurant and driver.

6. Pricing, Payments, and Fees

- **Prices:** Menu prices are set by the restaurants. Delivery fees and service charges are set by Send Me Now Logistics.
- **Payment:** You agree to pay all charges incurred via your selected payment method (credit/debit card, mobile wallet, or cash on delivery).
- **Authorizations:** For card payments, we may pre-authorize your card to verify funds.
- **Cash on Delivery:** If you select cash on delivery, you must have the exact amount ready. The driver is not required to provide change beyond a reasonable limit set by the Company.
- **Failed Payments:** If payment fails, we may attempt to re-process the transaction. Persistent failure may result in account suspension.

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7. Delivery and Fulfillment

- **Estimated Time:** Delivery times are estimated and provided in good faith. We do not guarantee specific delivery times and are not liable for delays caused by traffic, weather, restaurant preparation time, or other unforeseen events.
- **Delivery Address:** It is your responsibility to provide a correct, accessible, and safe delivery address. If the driver is unable to deliver due to incorrect address, lack of access, or your unavailability, you will not be refunded.
- **Receiving Your Order:** Upon delivery, please check your order. If there are issues, you must inform the driver immediately.
- **Contacting You:** The driver may contact you via phone or in-app messaging to facilitate delivery.

8. Refunds and Disputes

We strive to ensure your satisfaction. Refunds are handled on a case-by-case basis:

- **Missing/Damaged Items:** If items are missing or damaged, please contact support within [e.g., 2 hours] of delivery. Provide photos if applicable. We will investigate and may offer a partial refund or credit.
- **Incorrect Order:** If you receive the wrong order entirely, please contact us immediately. We may issue a refund or re-delivery.
- **Late Delivery:** We do not automatically issue refunds for late deliveries, as they are often outside our control. However, if a delivery is excessively delayed (e.g., over 60 minutes beyond the estimate), we may offer a goodwill credit.
- **Digital Credits:** Refunds may be issued as app credits rather than cash reversals.

9. User Conduct and Prohibited Activities

You agree NOT to:

- Use the App for any unlawful purpose.
- Harass, abuse, or threaten our restaurant partners or delivery drivers.
- Provide false information, including fake addresses or phone numbers.
- Attempt to intercept, modify, or reverse-engineer any part of the App.
- Use the App to arrange deliveries for illegal goods or substances.

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10. Delivery Partner (Driver) Terms (Important Notice)

Delivery partners using the Send Me Now Logistics platform are **independent contractors**. They are not employees, agents, or representatives of the Company. As such:

- They are responsible for their own vehicles, insurance, and licenses.
- They are responsible for their own safety and compliance with local traffic laws.
- We do not control their working hours, routes, or methods of delivery, provided they meet our service quality standards.

11. Intellectual Property

- All content within the App, including logos, graphics, text, and software, is the property of Send Me Now Logistics or its licensors and is protected by copyright and trademark laws.
- You are granted a limited, non-exclusive, non-transferable license to use the App for personal purposes. You may not copy, modify, or distribute any part of the App without our prior written consent.

12. Disclaimers and Limitation of Liability

- **"AS IS" BASIS:** The App and Services are provided on an "AS IS" and "AS AVAILABLE" basis. We make no warranties regarding the quality, safety, or timeliness of the food or delivery.
- **Limitation:** To the maximum extent permitted by law, Send Me Now Logistics shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the App. Our total liability to you shall not exceed the total amount paid by you for the specific order in dispute.
- **Food Safety:** We are not responsible for food allergies, contamination, or food quality issues. Please contact the restaurant directly for food-specific concerns.

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13. Indemnification

You agree to indemnify, defend, and hold harmless Send Me Now Logistics and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of:

- Your violation of these Terms.
- Your misuse of the App.
- Your interaction with restaurants or delivery drivers.
- Your violation of any laws or third-party rights.

14. Termination

We reserve the right to terminate or suspend your account immediately, without prior notice, for conduct that we, in our sole discretion, believe violates these Terms or is harmful to other users, the Company, or our partners.

15. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of [Insert Your Country/State]. Any disputes arising from these Terms or your use of the App shall be resolved through binding arbitration or in the courts of [Insert Your City/Jurisdiction]. You agree to waive any right to participate in a class-action lawsuit.

16. Changes to These Terms

We may update these Terms from time to time. Changes will be posted on this page with an updated "Last Updated" date. Continued use of the App after changes are posted constitutes your acceptance of the revised Terms.

17. Force Majeure

We shall not be liable for any failure to perform our obligations due to causes beyond our reasonable control, including but not limited to acts of God, war, strikes, pandemics, or government restrictions.

18. Contact Us

If you have any questions, concerns, or disputes regarding these Terms, please contact us at:

- **Email:** Sendmenowlogistics@gmail.com

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- **Phone:** 0767868519
- **Address:** 1157 Zone 1 Ga-Rankuwa Pretoria Mmutlana Street