OpenSimSim Inc.

Inhousedelivery.com - Terms of Service

Effective: October 21, 2022
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Inhousedelivery.com enables you to send orders submitted by your customers through your online store to third-party delivery service providers (the "DSPs") to fulfill and deliver orders using the DSP's courier delivery network (the "Service"). By enabling the Service through your online store, you agree to be bound by these Inhousedelivery.com Terms of Service (these "Terms"), as well as the OpenSimSim terms of use and all other terms, policies, and guidelines applicable to the Service, each of which is incorporated by reference herein (collectively, the "OpenSimSim Terms"). By enabling the Service and choosing to fulfill delivery orders through a DSP, you also agree to be bound by any terms, policies, and guidelines provided to you by such DSP, including use restriction guidelines, API terms of service, pricing policies, and refund and cancellation guidelines (collectively, the "Third Party Terms"). These terms and any other applicable terms, policies, and guidelines may be updated or amended from time to time, at which point, we may provide notice to you at our discretion. Your continued use of the Service after such updates or amendments constitutes your consent to such changes, so please review these terms periodically.

1. Service Relationship

Through the Service, OpenSimSim facilitates the communication of orders from your online store to the applicable DSP for courier delivery services. OpenSimSim is not a delivery service provider, food delivery platform, merchandise delivery platform or food preparation entity. Each DSP separately contracts with their independent contractor couriers ("Couriers"), which require such Couriers to comply with all applicable federal, state, and local laws, rules and regulations. OpenSimSim has no relationship with any Courier, and is not responsible for any delivery services provided by Couriers through their DSPs or any errors or misrepresentations made by them.

2. Third Party Terms

OpenSimSim engages with third-party DSPs to provide you the Service. Certain DSPs require you to agree to their terms and conditions for you to use the Service. Please read these terms carefully.

By using the Service and fulfilling your delivery orders through DSP courier delivery networks, you hereby agree to the following Third Party Terms and conditions:

In Australia:

Uber:
https://www.uber.com/legal/en/document/?name=uber-for-business-dashboard-terms&country=australia&lang=en-au

Doordash:
https://help.doordash.com/merchants/s/terms-of-service-au?language=en_AU

In Canada:

Uber:
https://www.uber.com/legal/en/document/?name=uber-for-business-dashboard-terms&country=canada&lang=en

https://www.uber.com/legal/en/document/?name=uber-for-business-direct-product-addendum-to-the-uber-for-business-general-terms-and-conditions&country=canada&lang=en

Doordash:
https://help.doordash.com/merchants/s/terms-of-service-ca?language=en_AU

In The United States of America:

Uber:
https://www.uber.com/legal/en/document/?name=uber-for-business-dashboard-terms&country=united-states&lang=en

https://www.uber.com/legal/en/document/?name=uber-for-business-direct-product-addendum-to-the-uber-for-business-general-terms-and-conditions&country=united-states&lang=en

Doordash:
https://help.doordash.com/merchants/s/terms-of-service-us?language=en_AU

Skipcart:
https://support.skipcart.com/support/solutions/articles/43000647190-merchant-terms-conditions

3. Your Responsibilities

You will set up and maintain operations (including any necessary employees or third-parties engaged by you for such operations) such that your items for each confirmed order are prepared and easily accessible for pick-up by the Courier at the pickup time provided by the DSP.

You must ensure that you are available to fulfill any confirmed orders during the hours of operation that are enabled and publicized on your online store.

You will not use the Service to deliver firearms, ammunition, weapons, live animals or any other item or substance for which delivery via the Service violates any applicable federal, state, or local law, rule or regulation. We reserve the right to revoke your access to the Service, in our sole discretion, if it violates any of the OpenSimSim Terms or any applicable Third Party Terms.

4. Data

By using the Service, you consent to provide the DSP with your business' information, such as (i) business name, (ii) business email and store addresses, (iii) business phone number, and (iv) order details. You also represent that you have received the required consent from your customers to provide the DSP with such customer's delivery address, and mobile phone number (collectively, "Business Data"). All Business Data shall only be used by the DSP for the purpose of providing the Service and improving their product and services.

5. Payment and Fees

The fees related to the Service (collectively, the "Inhousedelivery.com Fees") are comprised of two components: (i) the OpenSimSim Dispatch Fee and (ii) the DSP Delivery Fee.

Through the Service, you have the ability to determine your own delivery fees that you charge your customers by partially or wholly subsidizing the DSP Delivery Fee and/or charging your own service fees for delivery. You agree that you are responsible for determining your own fee structure through your use of these options, and that OpenSimSim shall not be responsible or liable for your choices with respect to such options.

In addition to the rights and obligations set forth in the OpenSimSim Terms, for each applicable transaction, you authorize OpenSimSim to automatically collect and debit all of the foregoing Inhousedelivery.com Fees and any courier delivery tips ("Tips") that you collect from your customers from your OpenSimSim account . Any credits, refunds, or adjustments will also be reflected in your OpenSimSim account balance.

6. Cancelled Orders and Refunds

Depending on when an order is cancelled, Inhousedelivery.com Fees and Tips may not be eligible for a refund, and the cancelled order may also be subject to a cancellation fee. Sections 4A. and 4B. below further describe the order states for the Service ("Order States") and how refunds and cancellation fees are applied for each Order State.

A. Order States

The Service is divided into the following Order States:

"Order Placement to Courier Dispatch" means the period from when the order was created on your online store to when the Courier has accepted the delivery job.

"Courier Dispatch to Order Pickup" means the period from when the Courier has accepted the delivery job to when the Courier has picked up the order from your business.

"Order Pickup to Order Delivered" means the period from when the Courier has picked up the order from your business to when the Courier has successfully delivered the order to the customer's requested address.

"Post-Delivery" means the period after the order has been successfully delivered.

B. Cancellations and Fee Refund Eligibility

Cancellation Period	OpenSimSim DSP Delivery	DSP Dispatch & delivery Fee Incl Tip
Order Placement to Courier Dispatch	Refunded	Refunded
Courier Dispatch to Order Pickup	Refunded	Refunded
Order Pickup to Order Delivered	No refund	Refunded
Post-Delivery	No refund	No refund

Note that cancellation fees may apply depending on the DSP.

All fees that are refunded to you in accordance with the table above will be credited to and reflected in your OpenSimSim account. In the event of a cancellation, it is solely your responsibility to determine and pay out to your customer the appropriate refund amounts owed to you customer per your business' refund and cancellation policy. We are not responsible for any refund determinations between you and your customer.

7. Customer Support and Disputes

You agree that you will address and resolve any customer complaints or issues ("Customer Complaints") in a timely manner. To the extent that you receive Customer Complaints regarding the delivery provided by the DSP and its Couriers, you agree to escalate and handle such issues directly with the applicable DSP by contacting them directly.

Additional support information can be found at inhousedelivery.com.
You agree that OpenSimSim is not responsible or liable for any disputes between you and the customer regarding any issues with your goods or services or performance of the Courier's delivery services.