

# Package Protect Service Agreement

## Deliveri USA, LLC

Effective Date: April 24, 2026 • Version 1.0.1

These Package Protect Service Agreement Terms (“Terms”) govern your use of the Package Protect feature (“Package Protect”) offered by Deliveri USA, LLC, a limited liability company (“Deliveri,” “we,” “our,” or “us”). Package Protect is offered as a service contract as that term is understood under applicable state law. It is not an insurance product and is not regulated as insurance. By selecting or adding Package Protect to a shipment, you agree to these Terms.

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## Version History

This document uses semantic versioning (MAJOR.MINOR.PATCH). MAJOR increments reflect fundamental restructuring of the product or legal framework. MINOR increments reflect new provisions, sections, or material legal changes. PATCH increments reflect corrections, clarifications, or non-material updates. Each published version is maintained at a permanent versioned URL and governs claims arising from shipments accepted under that version.

Version	Date	Author	Description
1.0.0	April 22, 2026	Deliveri USA, LLC.	Initial release. Non-insurance / service contract framing established. All legal review findings incorporated.
1.0.1	April 24, 2026	Deliveri USA, LLC.	Version control methodology adopted. Document designated v1.0.1. No substantive changes to terms.

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## 1. Overview of Package Protect

Package Protect is an optional service provided by Deliveri USA, LLC designed to enhance the post-purchase shipping experience by offering support, issue resolution assistance, and potential reimbursement in certain circumstances involving lost or damaged shipments.

Package Protect is not an insurance product and is not regulated as insurance. Deliveri USA, LLC is not a licensed insurance company, insurance broker, or insurance intermediary. Package Protect is a service contract offered directly by Deliveri USA, LLC.

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## 2. Nature of the Service

Package Protect is a service offering and does not constitute an insurance policy, contract of indemnity, or guarantee of reimbursement. No risk of loss is transferred to Deliveri in exchange for a premium.

Deliveri USA, LLC does not act as an insurer, broker, or insurance provider in connection with Package Protect.

By adding Package Protect to a shipment, you are purchasing access to a service experience that may include support, claims assistance, and discretionary reimbursement. Any reimbursement provided is a discretionary service remedy and does not constitute an insurance benefit or indemnification payment.

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### 3. Protection Amount

When selecting Package Protect, you may choose a **Protection Amount**, which is a customer-selected reference figure that Deliveri may use when evaluating support and potential reimbursement under Package Protect. The Protection Amount does not guarantee reimbursement and does not represent a coverage limit.

Customers may select a Protection Amount below the actual value of the shipped items. Selection of a lower Protection Amount is the customer's acknowledgment that Deliveri's evaluation of reimbursement will reference the selected amount, not the actual item value.

The Protection Amount:

- Does not represent insurance coverage
- Does not guarantee reimbursement
- May be less than the actual value of the shipped items
- Is used solely as a reference figure for Deliveri's internal evaluation
- Is not a coverage limit, policy benefit, or indemnification cap

Deliveri reserves the right to set minimum and maximum Protection Amount limits.

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### 4. Eligibility

Package Protect may only be available for eligible shipments processed through the Deliveri platform. Eligibility requirements, including shipment value limits, destinations, and carrier restrictions, may be updated by Deliveri at any time without prior notice.

**4a. Free-Tier Package Protect.** For shipments with a total declared value under \$100, Deliveri may provide Package Protect at no additional charge. Free-tier Package Protect is subject to all terms and conditions set forth herein. The absence of a fee does not expand the scope of services, increase the likelihood of reimbursement, or create any obligation on Deliveri's part beyond what is described in these Terms. By using the Deliveri platform for a shipment on which free-tier Package Protect is applied, you agree to these Terms with respect to that shipment.

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## 5. Scope of Assistance

Package Protect may include, at Deliveri's discretion:

- Assistance in investigating shipment issues
- Support in coordinating with shipping carriers
- Expedited issue handling
- Facilitation of claims or recovery efforts

The specific services provided may vary depending on the circumstances of the shipment and claim. The specific services provided are subject to Deliveri's current service terms as updated from time to time.

In addition to the process services listed above, Deliveri may, in its sole discretion and subject to Section 6, provide reimbursement or account credit for eligible claims. Reimbursement is a discretionary remedy, not a primary service obligation, and shall not be construed as a guarantee.

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## 6. Discretionary Reimbursement

Deliveri may, at its sole discretion, provide reimbursement, account credit, or other resolution for eligible claims. Reimbursement is not guaranteed and is determined based on factors including, but not limited to:

- Claim validity
- Supporting documentation
- Shipment details
- Selected Protection Amount
- Compliance with these Terms

Any reimbursement provided will not exceed the selected Protection Amount or any applicable limits defined by Deliveri.

**6a. Form of Resolution.** Deliveri may provide resolution in the form of: (i) account credit applied to the customer's Deliveri account (default form of resolution); (ii) refund to the original payment method, at Deliveri's discretion; or (iii) such other remedy as Deliveri determines appropriate in its sole discretion. The form of any resolution shall be determined solely by Deliveri.

**6b. Claim Timing.** Claims for lost shipments must be submitted within thirty (30) calendar days of the estimated delivery date. Claims for damaged shipments must be submitted within fifteen (15) calendar days of confirmed delivery. Deliveri reserves the right to deny claims submitted outside these windows. Time periods are measured from the relevant date as reflected in the

carrier's tracking system. Deliveri may, in its sole discretion, consider late-filed claims in exceptional circumstances.

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## 7. Exclusions and Limitations

Package Protect does not apply to:

- Shipments with inaccurate or incomplete information
- Improper packaging or labeling
- Items prohibited by carriers or applicable law
- Losses resulting from fraud, misuse, or intentional acts by the customer or any party acting on the customer's behalf
- Delays alone, not accompanied by confirmed loss or physical damage, unless otherwise determined by Deliveri in its sole discretion
- Shipments for which Package Protect was not validly selected and confirmed at the time of purchase

Deliveri reserves the right to determine applicability on a case-by-case basis.

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## 8. Claims Process

To request assistance under Package Protect, you must:

1. Submit a claim within thirty (30) calendar days of the estimated delivery date for lost shipments, or within fifteen (15) calendar days of confirmed delivery for damaged shipments
2. Provide all documentation requested by Deliveri, which may include: proof of purchase, order confirmation, carrier tracking records, photographic evidence of damage, and any other materials Deliveri reasonably requests to evaluate the claim
3. Cooperate with any investigation or verification process

Failure to comply with these requirements may result in denial of the claim. All claim determinations are made solely by Deliveri.

**8a. Acceptance Records.** When you add Package Protect to a paid-tier order, Deliveri records your acceptance of these Terms, including the version of these Terms in effect at the time, your selected Protection Amount, the applicable order reference, and the date and time of acceptance. This record constitutes your binding agreement to these Terms for that order. For free-tier orders, your use of the Deliveri platform constitutes acceptance of these Terms and Deliveri will record the applicable order reference and Terms version in effect. Acceptance records are maintained by Deliveri for a minimum of seven (7) years and may be retrieved for audit, dispute resolution, regulatory inquiry, or claim adjudication. The Terms version in effect at the time of your acceptance governs any claim arising from that order.

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## 9. Third-Party Services

Deliveri may engage third-party providers, including shipping carriers, to assist in fulfilling services or recovering losses. These third-party arrangements are solely for Deliveri's operational purposes and do not create any contractual relationship between you and such third parties. Customers do not have any direct rights against such third parties under Package Protect, and such arrangements do not guarantee any outcome or reimbursement.

Deliveri may, at its own discretion and for its own account, purchase carrier insurance or pursue carrier claims on high-value shipments as an internal risk-management measure. Such arrangements are not the customer-facing product and do not alter the nature of Package Protect as described in these Terms.

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## 10. Fees

For paid-tier orders, Package Protect is offered for an additional fee at the time of shipment. This fee is for access to the Package Protect service and is not an insurance premium. Fees are non-refundable once the shipment has been processed.

The fee for Package Protect may vary based on the selected Protection Amount, shipment characteristics, and other factors determined by Deliveri in its sole discretion. Deliveri reserves the right to adjust fees at any time; provided that the fee applicable to a given shipment is the fee in effect at the time of purchase.

For free-tier orders where Package Protect is provided at no charge, no fee is collected and no fee-related obligations arise under these Terms.

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## 11. No Guarantee of Outcome

Deliveri does not guarantee any specific outcome, resolution, or reimbursement under Package Protect. All support, assistance, and potential reimbursement are provided at Deliveri's sole discretion. Nothing in these Terms, in any marketing or promotional material, or in any communication from Deliveri shall be construed as a guarantee of reimbursement or a promise of a specific outcome.

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## 12. Limitation of Liability

To the maximum extent permitted by law, Deliveri's total liability under Package Protect shall not exceed the amount of any reimbursement or credit actually provided by Deliveri for the specific order giving rise to the claim.

In no event shall Deliveri USA, LLC or any of its officers, directors, employees, agents, or affiliates be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind arising out of or related to Package Protect, including but not limited to loss of profits, loss of data, loss of goodwill, or business interruption, even if Deliveri has been advised of the possibility of such damages and regardless of the theory of liability (contract, tort, strict liability, or otherwise).

**12a. Governing Law.** These Terms and any dispute arising out of or relating to Package Protect shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

**12b. Dispute Resolution; Arbitration; Class Action Waiver.** PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS. Any dispute, claim, or controversy arising out of or relating to these Terms or Package Protect that cannot be resolved informally shall be resolved by binding individual arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement of intellectual property rights. YOU AND DELIVERI EACH WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE OR CONSOLIDATED PROCEEDING. If the class action waiver is found unenforceable in a particular case, that case may proceed in court, but this arbitration agreement shall otherwise remain in full force. This provision is subject to the Federal Arbitration Act.

**12c. Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision or any other jurisdiction. The remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

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## 13. Modifications

Deliveri reserves the right to modify these Terms at any time. The current version of these Terms will be posted on the Deliveri platform at a designated URL and will reflect the version number and effective date in effect at the time of posting.

The version of these Terms in effect at the time you accepted Package Protect for a given shipment governs any claim or dispute arising from that shipment, regardless of subsequent modifications. Deliveri maintains internal records of each published version for dispute resolution, regulatory, and audit purposes. Prior versions of these Terms are not publicly hosted but are available upon written request to [support@ondeliveri.com](mailto:support@ondeliveri.com).

If material changes are made to these Terms, Deliveri will provide reasonable notice via the platform or email on file. Continued use of Package Protect following notice of material changes constitutes your acceptance of the updated Terms.

## 14. Acceptance

By selecting, adding, or using Package Protect on any shipment, you acknowledge and agree:

- That Package Protect is not insurance and is not regulated as insurance
  - That Package Protect is a service contract as that term is understood under applicable state law
  - That the Protection Amount is a reference figure and does not guarantee reimbursement
  - That Deliveri USA, LLC retains sole discretion in determining claim outcomes and the form of any resolution
  - That your acceptance of these Terms is recorded by Deliveri as described in Section 8a, and that such record is binding
  - That you have read and agree to the dispute resolution and class action waiver provisions in Section 12b
  - That Deliveri USA, LLC is the sole contracting entity, and “Deliveri” as used in these Terms refers solely to Deliveri USA, LLC
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## 15. Service Contract Notice

Package Protect is offered by Deliveri USA, LLC as a service contract as that term is defined under applicable state law. It is not an insurance policy and is not regulated as insurance. Deliveri USA, LLC is not a licensed insurance company, insurance broker, or insurance intermediary. Any reimbursement provided under Package Protect is a discretionary service remedy provided at Deliveri’s sole discretion and does not constitute an insurance benefit or indemnification payment.

Where required by applicable state law, Deliveri USA, LLC will register as a service contract provider. Customers in states with specific service contract consumer protections may have additional rights under applicable law. Nothing in these Terms shall be construed to limit any rights you may have under applicable consumer protection law that cannot be waived by contract.

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## 16. Entire Agreement

These Terms, together with any order confirmation or acceptance record generated at the time of purchase, constitute the entire agreement between you and Deliveri USA, LLC with respect to Package Protect and supersede all prior or contemporaneous representations, understandings, or agreements relating to the subject matter hereof. No employee, agent, or representative of Deliveri is authorized to make any representation or promise regarding Package Protect that is inconsistent with these Terms. Any waiver by Deliveri of any provision of these Terms shall not be deemed a waiver of any other provision or of that provision in any future instance.

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## 17. Contact

For questions or claims related to Package Protect, please contact:

Deliveri USA, LLC

Attn: Package Protect Claims & Legal

4801 Glenwood Ave Ste 200 #3033 Raleigh, NC 27612

[support@ondeliveri.com](mailto:support@ondeliveri.com)