

GENERAL TERMS FOR COURIERS

These General Terms set forth the main terms and conditions applying to and governing the usage of the FastDel Software Application Platform (“FastDel Platform”). In order to provide Transportation of goods Services via the FastDel Platform, you must agree to the terms and conditions set forth below.

1. DEFINITIONS

1.1. FastDel (“the Application name also referred to as “we”, “our”, or “us”) – FastDel Company Limited, a limited liability company, incorporated and registered under the laws of the Republic of Ghana, with its registered office at 65 Clementine Street, Oyarifa, Accra in the Republic of Ghana.

1.2. FastDel Services – services that FastDel provides, including provision and maintenance of the FastDel Platform, In-app Payment, customer support, communication between the Courier and the Sender and other similar services.

1.3. FastDel Platform – technology connecting Senders with Couriers to help them move goods around cities more efficiently.

1.4. Sender – an individual or company requesting Transportation of goods Service using the FastDel Platform.

1.5. Courier (also referred to as “you”) – an individual or company providing Transportation of goods Services via the FastDel Platform. Each Courier will get a personal FastDel Courier Account to use the FastDel Platform.

1.6. Agreement – this Agreement between the Courier and FastDel regarding the use of FastDel Services consists of:

1.6.1. These General Terms;

1.6.2. Special terms displayed in FastDel Platform, e.g. regarding price info or service descriptions;

1.6.3. The Courier’s guidelines; and

1.6.4. Other terms referred to in this Agreement may be amended from time to time.

1.7. Fare – the Fee quoted by the Courier which the Sender is obliged to pay the Courier for the provision of the Transportation of goods Service.

1.8. FastDel Fee – the Fee (commission) that the Courier is obliged to pay to FastDel for using the FastDel Platform.

1.9. In-app Payment – Cash, Cards, mobile money and other payment methods used by the Sender via the FastDel Platform to pay for the Transportation of goods Service.

1.10. FastDel Courier Account – access to the FastDel Platform containing information and documents regarding usage of the FastDel Services in the course of the provision of Transportation of goods Services, including accounting documentation. Courier may access the FastDel Courier Account at <https://fastdel.com.gh/login.aspx>, entering username and password.

1.11. Tip- a gratuity offered by the Sender at their sole discretion in addition to the Fare paid.

1.12 Transportation of goods Services – Delivery service a Courier is providing to a Sender who has requested and accepted a quote from a Courier through the FastDel Platform.

2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the FastDel Services, you must sign up by providing the requested information in the signup application on www.fastdel.com.gh and uploading the necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successfully completing the signup application, we will provide you with a personal account accessible via a username and password. By clicking the “Sign up” button located at the end of the signup application, you represent and warrant that:

2.1.1. Pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the FastDel Platform for providing the Transportation of goods Services;

2.1.2. You have carefully studied, fully understand and agree to be bound by these General Terms, including all obligations that arise as provided herein and from the Agreement;

2.1.3. All the information you have presented to us is accurate, correct and complete;

2.1.4. You will keep FastDel Courier Account accurate and profile information updated at all times;

2.1.5. You will not authorise other persons to use your FastDel Courier Account nor transfer or assign it to any other person;

2.1.6. You will not use the FastDel Services for unauthorised or unlawful purposes and impair the proper operation of the FastDel Services;

2.1.7. At all times, you fully comply with all laws and regulations applicable in the city and country you are providing Transportation of goods Services in, including (but not limited to) laws regulating Courier transportation services;

2.2. You are obliged to provide your bank requisites in the course of filling in the payment details upon registration. In case you are a legal person, you must insert the company's bank account to transfer In-app Payment to the bank account you provided. We are not liable for any incorrect money transactions in case you have provided the wrong bank requisites.

2.3. during the signup application, you will be required to meet additional conditions that must be met in order to use the FastDel Services. These conditions may include providing criminal records, a valid driving license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described. The failure to comply with the provided requirements and conditions may result in you not being able to sign up to use the FastDel Services. Where FastDel needs additional information, a message shall be sent to you to provide the necessary documentation.

2.4. You are considered a legal person if the recipient of the fees is marked as a legal person in payment details (as accessible in the FastDel Courier Account). In such case, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Transportation Services. A natural person may use the account of the Courier only if they have read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. THE LEGAL PERSON IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES UNDER FASTDEL ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE COURIER.

2.5. Registering FastDel Courier Account as a company. Upon the Agreement, a company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The company, its employees, and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

3. RIGHT TO USE THE FASTDEL PLATFORM AND FASTDEL COURIER ACCOUNT

3.1. License to use the FastDel Platform and the FastDel Courier Account. Subject to your compliance with the Agreement, We hereby grant you a license to use the FastDel Platform and the FastDel Courier Account. The license does not grant you the right to sublicense or transfer any rights to third persons.

3.2. In course of using the FastDel Platform and/or FastDel Courier Account, you may not:

3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Fastdel Platform, the Fastdel Courier Account or other software of Fastdel;

3.2.2. modify the FastDel Platform or the FastDel Courier Account in any manner or form or use modified versions of the FastDel Platform or FastDel Courier Account;

3.2.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on the FastDel Platform;

3.2.4. attempt to gain unauthorised access to the FastDel Platform, FastDel Courier Account or any other FastDel Services.

3.3. The License granted herein revokes automatically and simultaneously with the termination of the Agreement. After termination of the Agreement, you must immediately stop using the FastDel Platform and the FastDel Courier Account, and we are entitled to block and delete the Courier account without prior notice.

3.4. Using tags and labels of FastDel. Additionally, we may give you tags, labels, stickers or other signs that refer to the FastDel brand or otherwise indicate you are using the FastDel Platform. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating you are providing Transportation of goods services via the FastDel Platform. After termination of the Agreement, you must immediately remove and discard any signs that refer to the FastDel brand.

3.5. All copyrights and trademarks, including source code, databases, logos and visual designs, are owned by FastDel and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the FastDel Platform or any other FastDel Services you do not acquire any rights of ownership to any intellectual property.

4. PROVIDING THE TRANSPORTATION OF GOODS SERVICES

4.1. The Courier's Obligations.

You hereby guarantee to provide Transportation of goods services in accordance with the General Terms, Agreement, as well as laws and regulations applicable to where you are providing the Transportation of goods services. Please note that you are entirely liable for any violation of any local bylaws and regulations as may arise from providing Transportation of goods Services.

4.2. You must have all licenses (including a valid driver's license), permits, car insurance, liability insurance (if applicable), registrations, certifications and other documentation required in the jurisdiction for providing the Transportation of goods services. It is your obligation to maintain the validity of all aforementioned documentation. FastDel reserves the right to require you to present evidence and submit all the necessary licenses, permits, approvals, authority, registrations and certifications for review.

4.3. You must provide the Transportation of goods services professionally in accordance with the business ethics applicable to providing such services and endeavour to perform the Sender's request in the best interest of the Sender. Among others, you ;

4.3.1 must take the route least costly for the Sender unless the Sender explicitly requests otherwise;

4.3.2 may not make any unauthorised stops;

4.3.3 must adhere to any applicable traffic acts and regulations, i.e. must not conduct any action that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving.

4.3.4 must adhere to all safety protocols adopted in the transportation industry, such as the enforcement of COVID-19 protocols and any other pandemic thereof as may be approved by the Health regulator in the jurisdiction where the Transportation of goods service shall be provided.

4.4. You retain the sole right to determine when you are providing the Transportation of goods Services. You shall choose to send a quote or refuse to send a quote for Transportation of goods Services requests made by Senders of your choosing. However, should you choose to send a quote, you shall not refuse the delivery service when the Sender accepts your quote.

4.5. Costs you incur while providing the Transportation of goods Services.

You are obliged to provide and maintain all equipment and means necessary to perform the Transportation Services at your own expense, including a car, smartphone, etc. You are also responsible for paying all costs you incur in the course of performing the Transportation Services, including, but not limited to, fuel, mobile data plan costs, duty fees, amortisation of the vehicle, insurance, relevant corporate or payroll taxes etc. In addition, please bear in mind that using the FastDel Platform may bring about the consummation of a large amount of data on your mobile data plan. Thus, we suggest you subscribe to a data plan with unlimited or high data usage capacity.

4.6. Fares.

You are entitled to send a quote/charge a fare for each instance a sender has requested a quote on the FastDel Platform and completed the Transportation Service as requested (i.e. Fare). Calculating the Fare is solely at your discretion, and it can be based on the distance of the specific journey and the duration of the particular travel.

4.7 Tips.

Senders may decide to tip you upon a successful provision of Transportation Services. The Sender can tip you only by means authorised by FastDel for Tipping. The Tip will not affect the amount of FastDel Fees, and FastDel shall not collect a commission on the Tip paid by the Sender. You are obliged to comply with any tax obligations arising from the Tipping fully. We may limit the maximum value of a tip at our sole discretion.

4.8. Receipts.

After each successful provision of Transportation Services, FastDel shall create and forward a receipt to the Sender consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Courier, a

photo of the Courier, service license number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and Tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the FastDel Courier Account.

4.9. Cancellation fee & wait time fee.

Senders may cancel a request for Transportation Services that they have accepted via the FastDel Platform. In some markets, Courier may be entitled to part of that Fare for cancelled Transportation Services (Cancellation Fee) in the event that a Sender cancels an accepted quote for Transportation Services after a certain time period determined by the FastDel Platform.

4.10. Your tax obligations.

You hereby acknowledge that you are obliged to fully comply with all tax obligations that arise to you from the applicable laws in relation to providing Transportation Services, including:

4.10.1 paying income tax or any other tax applicable; and

4.10.2 fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to applicable authorities as required by the applicable law. In case the Tax authority submits a valid application to us to provide information regarding your activities, we may make available to the Tax authority the information regarding your activities to the extent outlined in valid legal acts. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Transportation Services. You hereby agree to compensate FastDel all fees, claims, payments, fines or other tax obligations that Fastdel will incur in connection with the obligations arising from applicable tax regulations not having been met by you (including paying the income tax).

4.11. The Courier's authorisation to issue invoices.

Fastdel has a right to issue an invoice on your behalf to the Sender in order to compensate you for any Fares, contractual penalties or other fees that Fastdel mediates to you. In markets where Fastdel issues invoices, the invoice will be made available to you via the FastDel Courier Account.

5. FASTDEL PAYMENT FEES

5.1. In order to use the Fastdel Services, you are obliged to pay a commission (i.e. the Fastdel payment Fee). The Fastdel payment Fee is paid based on the Fare of each Transportation Service order that you have completed. The amount of the Fastdel payment Fee is made available to you via e-mail, Fastdel Platform, Fastdel Courier Account or other pertinent means. Please acknowledge that the Fastdel payment Fee may change from time to time. We shall send you a prior notification of each such change.

5.2. FastDel payment fees shall be deducted from all payments made to the FastDel Platform via any mode of transfer. Where there have been cash payments, you must pay the FastDel Fee and any other fees due us for the previous month by the 15th day of the following month at the latest. Upon delay with payment of the FastDel Fee, you shall be obliged to pay a penalty of late payment in the amount of 0.05% (zero point zero five per cent) of the unpaid amount per day. In addition, you are obliged to cover all costs incurred by us which are related to debt collection activities.

6. IN-APP PAYMENTS

6.1. We may enable Senders to pay for the Transportation Service via cards, mobile money and other payment methods directly in the Fastdel Platform (i.e. In-app Payment). You hereby authorise us as your commercial agent to receive the Fares or other fees paid by the Sender via In-app Payment and to forward relevant funds to you. Any payment obligation made by the Sender via the In-app Payment shall be considered fulfilled as of the time that the payment has been made.

6.2. You may not refuse payment by the Sender via the In-app Payment or influence the Sender against the use of the In-app Payment. In case you refuse to accept an In-app Payment without just cause, we shall be entitled to charge you a contractual penalty in the amount of GH₵30 for every refusal and/or block your right to use the FastDel Services in case of repetitive behaviour.

6.3. FastDel reserves the right to distribute promo codes to our Senders at our discretion on a promotional basis. You are required to accept the promo code only when the Sender applies the code in-app to a trip using card payment. Promo codes may not be applied to cash-paid trips. The promo code may be cancelled, and FastDel shall not reimburse the outstanding amount to the Courier if the use of promo codes is suspected as being fraudulent, illegal, or used by a Courier in conflict with our Terms and Conditions relating to promo code use.

6.4 If the option is available and the Sender chooses to Tip you directly in the FastDel Platform, the Tip will be collected by FastDel on your behalf, together with the Fares and other fees paid by the Sender via the In-App Payment. However, if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Courier in conflict with our Terms and Conditions, then the Tip can be withheld by FastDel.

6.5. You are entitled to review In-App Payment reports in the FastDel Courier Account or Platform. The reports will show the amounts of the In-App Payments brokered in the previous week as well as the withheld amounts of the FastDel Fee. In addition, you must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-App Payment.

6.6. We are not obliged to pay you the Fare due from the Sender if the In-App Payment failed because Sender's card or other payment is cancelled or is unsuccessful for other

reasons. However, in such case, we will help you request the Fare due from the Sender and shall transmit it to you once the Sender has made the requested payment.

6.7. Before providing Transportation of goods Services, you must verify that the service is being provided to the right Sender by making sure you demand the confirmation code from the Sender.

6.8. Please note that we will set off any Fares or Tip paid via In-App Payment against the amounts you are obliged to pay us (i.e. FastDel payment Fees and contractual penalties). In addition, we may set off any of your financial liabilities against financial liabilities that you may have against us.

6.9. If we are unable to pay you the Fees or Tips you are due because you have not provided your bank account details in your Courier's account or if the bank account details have been noted incorrectly, then we will hold such payments for 180 days. If you do not notify us of the correct bank account details within 180 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare or Tip not transferred to you shall expire.

7. CUSTOMER SUPPORT

We provide the Courier's customer support regarding the use of the FastDel Services. In case you are delayed with any of the payments for more than five (5) calendar days, we have the right to stop providing customer support services.

8. RATINGS AND ACTIVITY

8.1. To guarantee high-quality service and provide additional reassurance to Senders, you hereby acknowledge that the Senders may provide you with a rating and leave feedback regarding the quality of the Transportation of goods Services you have provided. Your average rating will be linked to your Courier's account and will be available to Senders on the FastDel Platform. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating.

8.2. In addition to the rating, we measure your activity level and provide you with an activity score based on your activity regarding accepting, declining, not responding and completing Transportation of goods Service requests.

8.3. In order to provide reliable services to Senders, we may determine a minimum average rating and a minimum activity score that Couriers must establish and maintain. If, after a pertinent notification from us, you do not increase your average rating or activity score to a minimum level within the prescribed period, your Courier's account will be temporarily or permanently suspended. We may reverse the suspension of your account if it is merited by any external circumstances or if it is detected that the suspension was caused by a system error or false ratings.

9. MARKET OVERVIEWS AND CAMPAIGNS

9.1. Market overviews.

We may send you, via the FastDel Platform, FastDel Courier Account, SMS, e-mail or other means, market overviews in order to increase your awareness regarding when the demand by the Sender is highest. Such market overviews are merely recommendatory and do not constitute any obligations for you. As the market overview estimations are based on previous statistics, we cannot guarantee that the actual market situation will correspond to the estimates provided in the market overview.

9.2. Campaigns promising minimum income.

We may also provide campaigns whereby we will guarantee a minimum income if you provide Transportation Services within a specified timeframe. We shall compensate for the gap if you do not reach the specified minimum. The specific requirements and conditions will be sent via the FastDel Platform, FastDel Courier Account, SMS, e-mail or other means. We have full discretion in deciding if, when and to which Couriers we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by you, we may withhold your Fare until the suspicion of fraud has been cleared.

9.3. Campaigns for Senders.

We may occasionally arrange various campaigns for Senders to promote the FastDel Platform. If the Fare paid by the Sender is reduced as part of such a campaign, we shall pay you compensation, amounting to the monetary value of the benefit offered to the Sender. We may set off the marketing compensation against the FastDel Fee.

10. RELATIONSHIP BETWEEN YOU, US AND THE SENDERS

10.1. You hereby acknowledge and agree that we provide an information society service through the FastDel Platform and do not provide Transportation Services. By providing the FastDel Platform and FastDel Services, we act as marketplace connecting Senders with Couriers to help them move their goods around cities more efficiently. You acknowledge that you are providing the Transportation of goods Services on the basis of a contract for the carriage of goods and that you provide the Transportation Services either independently or via a company as an economical and professional activity. FastDel, as the operator of the Fastdel Platform, provides Platform and medium for Couriers to mediate the conclusion of contracts between the Courier and the Sender, and thus, among other things, accepts payments from the Senders and forwards the payments to the Courier.

10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You may not act as an employee, agent or representative of us nor bind any contract on behalf of us. If due to the implication of mandatory laws or otherwise, you shall be deemed an employee of us; you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship.

10.3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

11.1. FastDel has access to all personal data and other data provided or generated in connection with your use of the FastDel Services. FastDel shall take all reasonable steps to ensure the confidentiality of such data and comply with all applicable Privacy Policies pursuant to the Data Protection law existing in a particular jurisdiction whenever such data contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, FastDel maintains access to such data also after the Agreement between you and FastDel is terminated.

11.2. You have access to personal and other data provided by you or generated in connection with your use of the FastDel Services to the extent that it is made available to you under your FastDel Courier Account through the FastDel Platform. You shall take all reasonable steps to ensure the confidentiality of such data and comply with applicable Privacy Policies and laws as long as to the extent that such data contains the personal data of Senders.

12. LIABILITY

12.1. The FastDel Platform is provided on an “as is” and “as available” basis. We do not represent, warrant or guarantee that access to the FastDel Platform shall be uninterrupted or error-free. As the usage of the FastDel Platform for requesting Transportation of goods services depends on the behaviour of Senders, we do not guarantee that your usage of the FastDel Platform will result in any Transportation Service requests.

12.2. To the maximum extent permitted under the applicable law, we, nor Fastdel’s representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Fastdel Services, including but not limited to:

12.2.1. any direct or indirect property damage or monetary loss;

12.2.2. loss of profit or anticipated savings;

12.2.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;

12.2.4. loss or inaccuracy of data; and

12.2.5. any other type of loss or damage.

12.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to GH¢2000. You shall have the right to claim damages only if we have deliberately violated the General Terms or Agreement.

12.4. We shall not be liable for the actions or non-actions of the Sender and shall not be liable for any loss or damage that may incur to you or your vehicle as a result of the Transportation of the Sender's goods.

12.5. You shall be fully liable for breach of the General Terms, Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, or fine that may occur in connection with your breach of the General Terms, Agreement and laws and regulations. If Sender presents any claims against us in connection with your provision of Transportation of goods, then you shall compensate such damage to us in full within 7 (seven) days of your receipt of the respective request from us. In case we are entitled to present any claims against you, then you shall compensate us any legal costs related to the evaluation of the damages and submission of claims relating to compensation for such damage.

13. TERM, SUSPENSION AND TERMINATION

13.1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup application. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue providing Transportation Services on the FastDel Platform.

13.2. You may terminate the Agreement at any time by notifying FastDel at least seven (7) days in advance, after which your right to use the FastDel Platform and FastDel Services shall terminate. Also, FastDel may terminate the Agreement at any time and for any reason at the sole discretion of us by notifying you at least Seven (7) days in advance.

13.3. FastDel is entitled to immediately terminate the Agreement and block your access to the FastDel Platform without giving any advance notice when you breach the General Terms or Agreement, any applicable laws or regulations, disparage FastDel, or cause harm to FastDel's brand, reputation or business as determined by FastDel in our sole discretion. In addition, in the aforementioned cases, we may, at our discretion, prohibit you from registering a new Courier account.

13.4. We may also immediately suspend (block) your access to the FastDel Platform and the FastDel Courier Account for the investigation period if we suspect an infringement of the Agreement or fraudulent activity on your behalf. The blocking of access will be removed once the investigation disproves such suspicions.

13.5. We aim to provide the highest quality service to all Senders; therefore, we are monitoring the activity of Couriers on the FastDel Platform. If you fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to terminate the Agreement immediately without giving advance notice.

13.6. The Courier has the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of FastDel with the Regulation in accordance with the Internal Complaint-Handling System Rules for Users of Fastdel.

14. AMENDMENTS

14.1. FastDel reserves the right to amend these General Terms anytime by uploading the revised version on its website <http://fastdel.com.gh> and notifying you (e.g. via e-mail, FastDel Platform or FastDel Courier Account) whenever, in the reasonable opinion of FastDel, such amendments are material.

14.2. FastDel shall provide at least fifteen (15) days advance notice (e.g. via e-mail, FastDel Platform or FastDel Courier Account) about the amendments that affect the rights of Business Users Operating in the jurisdiction, unless:

14.2.1. FastDel is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period;

14.2.2. the immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks or defending the FastDel Services, Senders or Couriers from fraud, malware, spam or data breaches;

14.2.3. you have elected to waive the advance notice period (e.g. you continue to use FastDel Services after receipt of the notice of amendment); or

14.2.4. in the reasonable opinion of FastDel, amendments are beneficial for the Couriers and do not require technical adjustments.

14.3. If you do not agree to the amendments of the General Terms or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the FastDel Services and providing a termination notice to FastDel. The termination of the Agreement takes effect on the effective date of the proposed amendment unless otherwise provided in your termination notice. Your use of the FastDel Services on or after the effective date of the amendment constitutes your consent to be bound by the General Terms or Agreement, as amended.

15. APPLICABLE LAW AND COURT JURISDICTION

15.1. The General Terms and Agreement shall be governed by, construed, and enforced in accordance with the laws of the Republic of Ghana. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved by mediation some twenty-eight (28) days after the breakdown of negotiations, and where mediation fails after the said duration, then the dispute shall be resolved in a Court of competent jurisdiction.

16. NOTICES

16.1. You are obliged to notify us of any changes to your contact information immediately.

16.2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if:

16.2.1. delivered personally,

16.2.2. sent by Courier with proof of delivery,

16.2.3. sent by registered mail,

16.2.4. sent by e-mail or

16.2.5. made available via the FastDel Platform or FastDel Courier Account.

16.3 Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received:

16.3.1. if delivered personally at the time of delivery to the party;

16.3.2. if delivered by Courier on the date stated by the Courier as being the date on which the envelope containing the notice was delivered to the party;

16.3.3. if sent by registered mail on the 10th day after handing the document over to the post office for delivery to the party;

16.3.4. if made available via the FastDel Platform or FastDel Courier Account, or

16.3.5. if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the Sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

17. FINAL PROVISIONS

If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

Date of entry into force of the General Terms: 01/03/2023