

## **TERMS AND CONDITIONS FOR SENDERS**

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the FastDel Software Application Platform (“FastDel Platform”) - technology which provides transportation services via using the FastDel Platform, which connects Senders (anyone who wants to transport goods) with Delivery service providers (Couriers) to help them transport their goods from the pick-up location to the delivery location/ recipient.

The term “us” or “we” refers to the owner of the FastDel Platform, FastDel Company Limited, a limited liability company founded in the Republic of Ghana, whose postal address is P.O. Box 1071, Legon, Accra, in the Republic of Ghana.

In order to use the FastDel Platform you must agree to the terms and conditions that are set out below:

### **1. USING THE FASTDEL PLATFORM**

- 1.1 FastDel provides an information society service through the FastDel Platform that enables mediation of the requests for couriers’ services between the Senders requesting for goods to be transported and the couriers, and FastDel does not provide transport of goods services. Couriers provide transportation of goods services under a contract (with you) for the carriage of goods. Couriers provide transportation of goods services on an independent basis (either individually or via a company) as economic and professional service providers.
- 1.2 FastDel is not responsible in any way for the fulfilment of the contract entered into between the Sender (you) and the Courier. Disputes arising from consumer rights, legal obligations or from the law applicable to the provision of transport of goods services will be resolved between the Senders and Couriers. Data regarding the Couriers and their transportation of goods service is available in the FastDel Platform, and receipts for journeys are sent to the email address listed in Sender’s profile.
- 1.3 The Sender (you) enters into a contract with the Courier for the provision of transportation of goods services via the FastDel Platform. Depending on the payment options supported for a given location of the journey, you must pay the Courier for the transport of goods service in the FastDel platform Payment as stipulated in paragraph 3.1. Charges will be inclusive of applicable taxes where required by law. In addition, charges may include other applicable fees, tolls, and/or surcharges, including booking fees, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the Courier directly or via the use of FastDel Platform Payment. We may limit the maximum value of a Tip at our sole discretion.
- 1.4 During the installation of the FastDel Platform, Sender’s mobile number is linked to the respective FastDel user account and added to our database. If you are no longer using your mobile number, you must notify FastDel within seven (7) days so we can

anonymize your account data. If you do not inform us about any change to your number and your data is accessed on FastDel due to your mobile network operator issuing that same mobile number to a different person, then FastDel shall not be held liable for such access to your data. For the avoidance of doubt, the data to be collected by FastDel shall be the biodata and mobile money details of a Sender, if any.

## **2. PROMOTIONAL CODES**

2.1 FastDel may send you promotional codes on a per-promotion basis. Promotional code credit can be applied towards Payment on completion of a ride or other features or benefits related to the service and/or a Third Party's service and are subject to any additional terms established per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

2.2 If the trip amount exceeds the redeemable credit allocated to the ride, the balance will be automatically deducted from your account's payment method. Similarly, a promotional code credit only applies per trip basis and cannot carry over to the next trip and, therefore, will be forfeited. Only one promotional code may be used per trip.

2.3 FastDel reserves the right to cancel any promotional code at any time for any reason. This includes but is not limited to if FastDel deems that codes are being used unlawfully or fraudulently, those issued mistakenly, and those which have expired.

## **3. FASTDEL IN-APP PAYMENT**

3.1 Depending on the payment options supported for the given location of the trip, you can pay for the transport of goods services with cash, a card, mobile money or other payment methods as and when available through FastDel App. Where the Sender opts to make Payment with cash, the Sender shall be required to make a deposit of the total fare through the FastDel in-app Payment, and the remainder shall be paid to the Courier.

By providing FastDel in-App Payment service, FastDel acts as a commercial agent for the providers of the transport of goods services. Every Courier has authorized FastDel as their commercial agent to mediate the conclusion of contracts between the Courier and the Sender, including the power to accept payments from the Sender and forward the payments to the Couriers. Your obligation to the provider of the transport of goods service will be fulfilled when the payment order is given to transfer funds to FastDel's bank account. You, as a Sender, are responsible for ensuring that the Payment takes place and that sufficient funds are available.

3.2 You may pay a Tip to the Courier using the FastDel In-app Payment service. The Tip can be paid via the In-App Payment by means authorized by FastDel for that purpose. FastDel shall not hold a commission for the brokerage of the Tip, and the full Tip shall be transferred to the Courier in full amount, excluding any taxes, if applicable. FastDel reserves the right to withhold the Tip, 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 in conflict with FastDel's Terms and Conditions

3.3 When making payments by FastDel in-App Payment, FastDel receives your payments and forwards the money to the Courier. FastDel may ask for additional data from you to verify the payment method.

3.4 When making payments by FastDel in-App Payment for transport of goods services, FastDel is not responsible for possible third-party payment costs (e.g. mobile operators, bank fees). These service providers may charge additional fees when processing payments with the FastDel in-App Payment. FastDel is not responsible for such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

3.5 FastDel will be responsible for the functioning of FastDel in-App Payment and provide support in resolving problems. The resolution of disputes related to FastDel in-App Payment also takes place through us. Please contact our toll-free number for payment support services as indicated in the app. Inquiries submitted by email or Fastdel App will receive a response within one (1) business day. FastDel will resolve FastDel in-App Payment related complaints and applications within two (2) business days.

3.6. Upfront Fare. You shall be offered quotes from the Couriers that allow you to select a fixed Fare for a given instance of Transportation of goods service provided by the Courier (i.e. Upfront Fare). The Upfront Fare is communicated to you via the FastDel Platform after the service is requested. Due to the upfront fare, the Sender cannot change the destination during the transportation of the goods, and the Courier cannot change the fare if transportation of the goods takes materially longer than estimated due to traffic or other factors or when other unexpected circumstances impact the characteristics of the delivery materially (e.g. a route is used where tolls apply).

#### **4. ORDERING AND CANCELLING TRANSPORT OF GOODS SERVICE**

4.1 If you order a transportation of goods service and the Courier has agreed to undertake the work, then the transport service is considered to be ordered.

4.2 Once a courier sends a quote and you confirm that you will allow the Courier to transport your goods by accepting the quote, you will enter into a separate agreement with the Courier to provide the delivery service on such terms and conditions as you agree with the Courier. FastDel does not provide delivery service and is not a party to your agreement with the relevant Courier.

4.3 Cancelling the use of an ordered transport of goods service is considered to be the situation where the Sender, after accepting the quote from the Courier (matched), subsequently rejects, cancels or refuses the transport service. When a transport of goods service request is cancelled after being matched, you shall pay a cancellation fee of 25%.

4.4 If you cancel a transport service request on three (3) successive instances within 24-hour we may temporarily block your account for warning. After multiple such warnings,

we may suspend your account for a longer period (e.g. six months). After that period, you could ask to reactivate your account, and FastDel will review your application.

4.5 When the Courier notifies the Sender about the arrival of the goods at its destination and the Sender or the receiver does not pick up the goods within 10 minutes, the Sender shall be charged an amount of Five Ghana Cedis (5GH¢), which will be charged every Ten (10) minutes.

4.6 Once the Courier arrives and sends you a notification that he/she has arrived, he/she may charge you an extra fare on a waiting time basis according to the rates specified in the FastDel Platform.

## **5. LICENSE TO USE THE FASTDEL PLATFORM**

5.1 As long as you comply with these General Terms and Conditions, we agree to grant you a royalty-free, revocable, non-exclusive right to access and use the FastDel Platform in accordance with these General Terms and Conditions and the Privacy Notice. You may not transfer or sub-license this right to use the FastDel Platform. In the event that your right to use the FastDel Platform is cancelled, the corresponding non-exclusive license will also be cancelled.

## **6. LIABILITY**

6.1 As the FastDel Platform is an information society service (a means of communication) between Senders and Service providers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport of goods services. As the usage of the FastDel Platform for requesting transport of goods services depends on the behaviour of the Couriers, FastDel does not guarantee that you will always have offers available for the provision of the transport of goods services.

6.2 The FastDel Platform does not offer or broker transport of goods services for Senders. It is also not a transport agency service for finding Senders for Service providers. Instead, the FastDel Platform is used to organise the provision of transportation of goods service.

6.3 The consumer's right to a refund is not applied to Fastdel Platform orders. Requesting a refund from the transport service does not withdraw you from the agreement in the course of which the provision of the transport of goods service was ordered.

6.4 The FastDel Platform is provided on an "as is" and "as available" basis. Therefore, FastDel does not represent, warrant or guarantee that access to the FastDel Platform will be uninterrupted or error-free. In case of any faults in the software, we will endeavour to correct them as soon as possible. Still, please keep in mind that the functioning of the Platform may be restricted due to occasional technical errors. We are not able to guarantee that the Platform will function at all times; for example, a public emergency may result in a service interruption.

6.5 FastDel, its representatives, directors and employees are not and shall not be liable for any loss or damage that you may incur as a result of using the FastDel Platform or relying on the delivery service contracted for through the FastDel Platform, including but not limited to:

- 6.5.1. any direct or indirect property damage or monetary loss;
- 6.5.2. loss of profit;
- 6.5.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
- 6.5.4. loss or inaccuracy of data; and
- 6.5.5. any other type of loss or damage.

6.6 The financial liability of FastDel in connection with a breach of the contract will be limited to the expected fee for the earmarked delivery. You shall have the right to claim damages only if FastDel has deliberately violated the contract. FastDel shall not be liable for the actions or inactions of the Courier and shall not be liable for damages that the Courier causes to the Sender's goods.

6.7 You agree to fully indemnify and hold FastDel, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the FastDel Platform (including the deliveries you obtain through your use of the FastDel Platform).

6.8 FastDel may immediately end your use of the FastDel Platform if you breach these General Terms and Conditions or if we consider it necessary to protect the integrity of FastDel or the safety of drivers.

## **7. GOOD PRACTICE USING THE FASTDEL PLATFORM**

7.1 As Fastdel is not a provider or broker of the transport of goods services, any issues with defects or quality of the transport of goods services will be resolved in accordance with the rules and regulations of the service provider or the relevant public authority.

7.2 We ask you to fill out a feedback form in the FastDel Platform. This enables us to offer suggestions to the Couriers for improving the quality of their service.

7.3 We expect that you use the FastDel Platform in good faith and be respectful of the couriers who offer their services through the FastDel Platform. FastDel retains the right to close your account if you have violated the terms set out in this General Terms and Conditions or if your activities are malicious, i.e., fraud, being disrespectful towards the couriers, etc. In these cases, your FastDel platform account may be revoked without prior notice.

7.4 FastDel shall make every effort to ensure that only couriers, who have integrity and are respectful of their profession and Senders, use the FastDel Platform. However, we

are in no position to guarantee that every provider of transport of goods service located by the FastDel Platform satisfies the aforementioned criteria at all times. If you experience objectionable service, please notify the company responsible for the service, a supervisory authority or our customer support.

## **8. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

8.1 If any substantial amendments are made to the General Terms and Conditions, then you will be notified by email or FastDel platform notifications. If you continue using the FastDel Platform, you will be deemed to accept the amendments.

## **9. FINAL PROVISIONS**

The General Terms and Conditions will be governed by, construed, and enforced in accordance with the laws of the Republic of Ghana. Suppose the respective dispute resulting from General Terms or Agreement cannot be settled by the negotiations. In that case, the dispute will finally be solved in a competent jurisdiction court in Ghana. If any provision of the General Terms is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

Date of entry into force: 01/03/2023