

GOGOO DRIVER PARTNER TERMS AND CONDITIONS

Truck & Goods Transportation Services

These Terms and Conditions ("Terms") govern the provision of goods transportation services by you ("Driver Partner", "Vendor" or "you") through the gogoo platform operated by Aggarwal Publicity and Marketing Pvt. Ltd., a company having its registered office in Delhi NCR, India (referred to as "gogoo" or the "Company"), and your use of the gogoo Driver application (the "Driver App").

Please read these Terms carefully before registering on the Driver App or accepting any Order. By registering an account, accepting an Order, or otherwise using the Driver App, you accept and agree to be bound by these Terms. If you do not agree, you must not register on or use the Driver App.

gogoo may update these Terms from time to time. Updated Terms take effect when published in the Driver App or on the gogoo website. Your continued use of the Driver App after an update constitutes acceptance of the revised Terms. It is your responsibility to review the Terms periodically.

1. Definitions

- "Applicable Law" means all laws, rules and regulations in force in India that apply to this arrangement, including the Motor Vehicles Act, 1988, the Central Motor Vehicle Rules, 1989, the Carriage by Road Act, 2007, applicable state transport rules, GST law and labour legislation.
- "Customer" means any person who books goods transportation through the gogoo user application.
- "Order" means a specific goods transportation booking assigned to you through the Driver App, whether within-city or outstation.
- "Order Fare" means the total amount payable by the Customer for an Order as displayed in the gogoo platform.
- "Platform Fee" means the commission retained by gogoo on each completed Order, currently twenty percent (20%) of the Order Fare unless otherwise notified in the Driver App.
- "Wallet" means the digital ledger maintained for you within the gogoo platform reflecting your earnings, deductions, the Registration Fee and other adjustments.
- "Restricted Items" means the items listed in Annexure B and any goods whose carriage is prohibited or regulated under Applicable Law.

2. Nature of the Arrangement

2.1 gogoo operates a technology platform that connects Customers seeking goods transportation with independent Driver Partners. gogoo is not itself the transporter of the goods.

2.2 You provide services as an independent contractor on a principal-to-principal basis. Nothing in these Terms creates an employer-employee, agency, partnership or joint-venture relationship between you and gogoo. Any instructions issued by gogoo relate solely to service quality and platform standards.

2.3 gogoo does not guarantee any minimum number of Orders, income or engagement. You are free to provide services to third parties, except while an accepted gogoo Order is in progress.

3. Registration and Account

3.1 To provide services you must register on the Driver App and create an account by supplying accurate and complete information, including your identity documents (Aadhaar, PAN), driving licence, vehicle registration certificate, insurance, pollution certificate and such other documents as gogoo may require. gogoo may verify these documents and approve or reject registration at its discretion.

3.2 You must be at least 18 years of age and competent to contract. You shall maintain only one account and are solely responsible for its security and for all activity carried out through it. Accounts must not be shared, sold or transferred to any other person, including family members.

3.3 A one-time Registration Fee of INR 700 applies to Driver Partner onboarding. The Registration Fee is reflected as an opening adjustment in your Wallet and is recovered from your earnings. gogoo may revise the Registration Fee prospectively with notice in the Driver App.

3.4 You must own or have lawful authority to operate a smartphone capable of running the Driver App with an active mobile number registered in your name and working internet connectivity, and keep the device switched on and reachable while an Order is in progress.

3.5 By registering, you consent to gogoo collecting, storing and processing your personal data and documents for onboarding, verification, service provision, safety and legal compliance, in accordance with the gogoo Privacy Policy and the Digital Personal Data Protection Act, 2023.

4. Vehicle and Driver Obligations

4.1 You shall provide a validly registered, roadworthy and adequately insured goods vehicle carrying all permits required under Applicable Law, and shall operate it (or ensure it is operated) only by a person holding a valid driving licence appropriate for the vehicle class.

4.2 You are responsible at your own cost for all maintenance, fuel, repairs, fines, challans and penalties relating to the vehicle. gogoo has no obligation to reimburse or contribute to such costs and makes no statutory deductions (such as provident fund or ESI) from payments to you.

4.3 If a driver other than yourself operates the vehicle, you must declare that driver to gogoo with the required documents, ensure their compliance with these Terms, and remain responsible to gogoo for their acts and omissions.

4.4 The additional operating terms set out in Annexure A apply to every person operating the vehicle in connection with an Order.

5. Performance of Orders

5.1 Upon accepting an Order you shall proceed to the pickup location, verify the booking using the one-time password (OTP) provided in the platform, load and secure the consignment appropriately, and transport it to the drop location as specified in the Order.

5.2 You shall not cancel accepted Orders without genuine cause, shall not cause undue delay, and shall keep GPS/location services enabled in the Driver App for the entire duration of the Order.

5.3 You shall inspect the consignment at pickup. If the goods appear improperly packed, damaged, or you suspect the consignment contains Restricted Items, you may refuse the Order after informing gogoo through the Driver App or support.

5.4 In the event of any accident, theft, loss, damage, seizure, detention or police inquiry affecting the consignment or the vehicle during an Order, you shall inform gogoo immediately and no later than two (2)

hours of the event, cooperate fully with the authorities, and share copies of any official documents with gogoo promptly.

6. Restrictions

- You shall not, and shall ensure that any declared driver does not:
- carry passengers in the goods vehicle while performing an Order;
- transport any Restricted Items or goods prohibited under Applicable Law;
- misrepresent facts, forge or tamper with documents, create multiple or fraudulent accounts, use automation tools or otherwise manipulate the platform to gain unfair advantage or incentives ("Fraud"). gogoo may withhold or recover amounts attributable to Fraud from your Wallet or payouts;
- circumvent any suspension or restriction imposed by gogoo, including by using another device, account or identity;
- threaten, abuse, harass or harm Customers or gogoo personnel; you shall deal with Customers professionally at all times;
- use Customer information (contact details, addresses, order data) for any purpose other than performing the Order, or contact Customers independently to divert business away from the platform;
- use the gogoo name or branding to obtain loans or financial facilities without gogoo's prior written consent;
- publish false, defamatory or disparaging statements about gogoo, its services or personnel, in any medium. This does not restrict disclosures required by law or good-faith reports to regulators or authorities.

7. Payments, Wallet and Settlement

7.1 gogoo solely determines the Order Fare, discounts and incentives displayed to Customers. For each completed Order you are entitled to the Order Fare less the Platform Fee and any applicable adjustments, as displayed in the Driver App ("Driver Earnings").

7.2 Ambulance services: gogoo charges zero Platform Fee on ambulance orders; this clause is stated for completeness where a Driver Partner also serves ambulance bookings.

7.3 Where the Customer pays in cash, you shall collect the Order Fare on behalf of gogoo. The Platform Fee portion of cash collections is adjusted against your Wallet. You shall keep your Wallet balance above any minimum threshold notified in the Driver App; if your Wallet remains below the notified threshold, gogoo may suspend Order allocation until the balance is regularised.

7.4 Driver Earnings are settled to you through the payout methods and at the frequency notified in the Driver App. Tolls and parking charges applicable to an Order, where included in the Order Fare, are payable to you as part of settlement.

7.5 You are solely responsible for your own tax compliance, including income tax and GST obligations, in respect of amounts earned through the platform. gogoo may deduct tax at source (TDS) where required under Applicable Law, in accordance with the TDS Declaration you provide.

8. Confidentiality and Data Protection

8.1 Information you receive through the platform — including Customer details, order data, pricing and any non-public information about gogoo — is confidential. You shall use it solely to perform Orders and shall not copy, retain, disclose or misuse it.

8.2 gogoo processes your personal data in accordance with its Privacy Policy, available in the Driver App and on the gogoo website, which forms part of these Terms by reference.

9. Intellectual Property and Branding

9.1 The gogoo applications, website, brand name, logos and all related content are the exclusive property of the Company. You receive only a limited, revocable, non-transferable right to use the Driver App for performing Orders. You shall not copy, modify, reverse engineer, resell or misuse any part of the platform.

9.2 Where vehicle branding is mutually agreed, you shall display it in the agreed form and shall not alter or remove it except as agreed in writing. Branding is for identification and customer assurance only and does not create any employment relationship.

10. Liability and Indemnity

10.1 You are responsible for loss or damage to a consignment while it is in your possession, save where caused by circumstances beyond your reasonable control. gogoo may recover such loss from your Wallet or Driver Earnings after giving you an opportunity to respond.

10.2 You shall indemnify and hold harmless gogoo, its affiliates and their personnel against claims, penalties, fines and losses arising from your breach of these Terms, violation of Applicable Law, or the acts and omissions of you or your declared driver.

10.3 gogoo shall not be liable for indirect, incidental or consequential losses, including loss of profits or opportunity. To the fullest extent permitted by law, gogoo's aggregate liability under these Terms shall not exceed INR 500 (Indian Rupees Five Hundred only).

11. Suspension and Termination

11.1 gogoo may suspend or terminate your access immediately and without notice in cases involving safety risk, Fraud, suspected illegality, misuse of Customer data, misappropriation of fares, carriage of Restricted Items, unauthorised substitution of vehicle or driver, harm to Customers, or material breach of these Terms.

11.2 Either party may otherwise end this arrangement by giving three (3) days' notice. Upon termination you shall stop using the Driver App, settle all outstanding amounts due to gogoo, and remove any gogoo branding provided to you.

12. Grievance Redressal

Concerns relating to Orders, earnings, suspension or these Terms may be raised through the in-app support chat in the Driver App or the gogoo support helpline. gogoo endeavours to review and address grievances in a fair and transparent manner.

13. Governing Law and Dispute Resolution

13.1 These Terms are governed by the laws of India. Subject to the arbitration clause below, the courts at New Delhi shall have exclusive jurisdiction.

13.2 Disputes not resolved amicably within thirty (30) days shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator mutually appointed by the parties. The seat and venue of arbitration shall be New Delhi and proceedings shall be conducted in English or Hindi. The award shall be final and binding.

14. Miscellaneous

14.1 This document is an electronic record under the Information Technology Act, 2000 and does not require a physical signature. Your acceptance within the Driver App constitutes valid execution.

14.2 You may not assign your rights or obligations under these Terms without gogoo's prior written consent. If any provision is held invalid, the remainder of these Terms continues in force.

Annexure A — Additional Terms for Operation of the Vehicle

- The vehicle shall be operated only by a person aged 18 or above holding a valid driving licence for the vehicle class, with the skill and experience needed to operate it safely.
- All required documents shall be kept in the vehicle and produced to authorities on demand, including driving licence, registration certificate, pollution certificate, fitness certificate, insurance, permits and owner authorisation (where applicable).
- The vehicle shall be kept clean, well maintained, regularly serviced and free of material damage, and operated in compliance with traffic rules, speed limits, loading limits and safety requirements. All fines and challans are the Driver Partner's responsibility.
- Rope, ply and hooks (or equivalent securing material) shall be available in the vehicle for loading, unloading and securing consignments, and goods shall be properly loaded and fastened before starting the trip.
- The vehicle and consignment shall not be left unattended during an Order, and no passengers shall be carried while performing an Order.
- The operator's mobile device shall remain switched on, connected to the internet and reachable by gogoo and the Customer throughout the Order.
- Where applicable, the Driver shall request the Customer to affix GST invoices, e-way bills and similar documents to the consignment, and may refuse the Order (after informing gogoo) if such documents are unavailable when legally required.
- In case of interception or detention by authorities: inform gogoo within two (2) hours with the vehicle location and stated reason; share copies of official notices within four (4) hours of receipt; and cooperate fully and lawfully with the authorities.
- The Driver shall not open, tamper with, pilfer or damage consignments, shall not impersonate any other person, and shall use only the vehicle registered on the account for Orders.
- For multi-stop Orders, pickups and drops shall be completed at the locations and in the sequence indicated in the Driver App, with consignment photos captured where requested, ensuring each consignment reaches the correct consignee.
- Any discrepancy in the weight, volume or count of goods versus the booking details shall be reported to gogoo before transporting the consignment.

Annexure B — Restricted Items

- The following shall not be transported while performing gogoo Orders:
- Narcotics, illegal drugs and psychotropic substances
- Explosives, firearms, ammunition and weapons
- Flammable, hazardous, radioactive or otherwise dangerous goods
- Illegal or smuggled goods of any kind
- Livestock, pets and animals
- Human remains or body parts
- Currency, coins, precious jewellery, stones and gems
- Cigarettes, alcohol and other excise-restricted goods (unless lawfully documented and expressly permitted by gogoo)
- Gambling devices and lottery tickets
- Dry ice and pressurised containers such as fire extinguishers
- Pornographic or obscene material
- Original secure documents such as passports, Aadhaar cards, bank cheques, cards and certificates, except with gogoo's express consent
- Any item whose carriage is prohibited or restricted under Applicable Law