

# Terms and Conditions

Last updated: June 2023

These Terms (as defined below) apply to your use of the GoGoVan Platform (as defined below), as well as to all information and/or Services (defined below) provided to you by means of your use of the GoGoVan Platform.

The GoGoVan Platform is powered and provided by GoGo Tech Limited, a Hong Kong limited liability company (“we”, “us” or “our”).

Please review these Terms carefully. By using the GoGoVan Platform and/or the Services, you acknowledge and agree that these Terms and our [Privacy Policy](#) (as defined below) are binding on you. For more information on how we will use your personal data, please see our Privacy Policy. If you do not agree with these Terms and/or our Privacy Policy, do not install the App, delete it and do not use the GoGoVan Platform and/or the Services.

## 1. Definitions and Interpretation

(a) In these Terms, the following definitions and rules of interpretation apply unless otherwise defined or the context requires otherwise:

“**Advertisement**” means any promotion messages and information that may appear on your mobile device or otherwise during the operation of the GoGoVan Platform, and “**Advertisements**” shall be construed accordingly;

“**App**” means the mobile application supplied by us and downloaded and installed by you on your mobile device or otherwise through which you may obtain the Services;

“**Customers**” means collectively, the GoGo Business Platform Customers and the Non-GoGo Business Platform Customers, and “**Customer**” shall be construed accordingly;

“**Door-to-Door Delivery Orders**” means requests for door-to-door transport and logistics services made by the Customers through the GoGoVan Platform, and “**Door-to-Door Delivery Order**” shall be construed accordingly;

“**GoGo Business Platform**” means the web platform supplied by us and used by our GoGo Business Platform Customers through which they may obtain the Services;

“**GoGo Business Platform Customers**” means any and all persons who send a request for or otherwise acquire transport and logistics services from the Participating Providers through the use of the GoGoVan Platform (including the GoGo Business Platform), and “**GoGo Business Platform Customer**” shall be construed accordingly;

**“GoGo Business Platform Orders”** means requests for transport and logistics services made by GoGo Business Platform Customers through the use of the GoGoVan Platform (including the GoGo Business Platform);

**“GoGoVan Platform”** means the App, the GoGo Business Platform, our website(s) and other related online and offline platform(s) supplied by us to any GoGo Business Platform Customer(s), Non-GoGo Business Platform Customer(s) and/or Participating Provider(s) through which they may obtain the Services;

**“Hong Kong”** means Hong Kong Special Administrative Region of the People’s Republic of China;

**“Non-GoGo Business Platform Customers”** means any and all persons who send a request for or otherwise acquire transport and logistics services from the Participating Providers through the use of the GoGoVan Platform (save and except the GoGo Business Platform), and **“Non-GoGo Business Platform Customer”** shall be construed accordingly;

**“Non-GoGo Business Platform Orders”** means requests for transport and logistics services made by Non-GoGo Business Platform Customers through the use of the GoGoVan Platform (save and except the GoGo Business Platform);

**“Participating Provider Account”** has the meaning ascribed to it in clause 4(a);

**“Participating Providers”** means the persons, drivers or vehicle operators whose transport and logistics services are offered and may be requested through the use of the GoGoVan Platform, and **“Participating Provider”** shall be construed accordingly;

**“Point Credit”** has the meaning ascribed to it in clause 6(d), and **“Point Credits”** shall be construed accordingly;

**“Privacy Policy”** has the meaning ascribed to it in clause 13;

**“Reference Code”** has the meaning ascribed to it in clause 5(a)(iii);

**“Relevant Laws”** means any and all applicable laws and regulations in Hong Kong from time to time relevant to (i) the provision of transport and logistic services offered by you as a Participating Provider through the use of the App; and (ii) your use of the GoGoVan Platform and/or the Services, including but not limited to Road Traffic Ordinance (Cap. 374 of the laws of Hong Kong), Road Traffic (Traffic Control) Regulations (Cap. 374G of the laws of Hong Kong), Mass Transit Railway By-Laws (Cap. 556B of the laws of Hong Kong), Road Traffic (Public Service Vehicles) Regulations (Cap. 374D of the laws of Hong Kong);

**“Services”** means any and all services provided by us to any GoGo Business Platform Customer(s), NonGoGo Business Platform Customer(s) and/or Participating Provider(s) by

means of their respective use of the GoGoVan Platform, including but not limited to the services described in clauses 3(a) and 3(b) (as applicable); and

**“Terms”** means these terms and conditions, which may be amended and supplemented by us from time to time in accordance with clause 12.

(b) Headings are for convenience only and do not affect interpretation. The singular includes the plural and the masculine shall include the feminine and neuter and vice versa.

(c) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

## **2. License of App**

(a) Subject to your compliance with these Terms, we grant you a limited, non-exclusive and non-transferable licence to download and install one copy of the App on your mobile device and to run such copy of the App solely for your own personal use.

(b) Your use of the GoGoVan Platform grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text or rights in and to the GoGoVan Platform) or the intellectual property rights of our retail or advertising partners, other than the non-transferable personal right to use and receive the Services in accordance with these Terms.

(c) You must not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the App in any way; (ii) modify or make derivative works based upon the Services or the App; (iii) create Internet “links” to the Services or “frame” or “mirror” the App on any other server or wireless or Internet-based device; (iv) reverse engineer or access the App in order to (1) design or build a competitive product or service, (2) design or build a product using similar ideas, features, functions or graphics of the Services or the App, or (3) copy any ideas, features, functions or graphics of the Services or the App; or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services or the App.

## **3. Services**

(a) We offer a technology platform to provide information and a means for you to offer transport and logistics services as a Participating Provider through the use of the App. The App allows you to accept a request for transport and logistics services (together with details of you and your registered vehicle (as applicable)) from the Customers. When a Customer sends a request, the App will notify the Participating Providers and provide information about the Customer such as contact name and number, journey details and time, details of measurements and weight of

items to be collected (as applicable) and other special requests (if any), and also whether the fees relevant to the particular request shall be payable to the Participating Provider(s) directly from the relevant Customer (in cash or by such other specified payment channel) or via us immediately, or on a weekly basis after the end of the then relevant calendar week (for purpose of these Terms, each calendar week ends on Sunday). Each Participating Provider has the sole discretion to accept or reject a request for transport and logistics services from any and all Customer(s).

(b) You acknowledge and agree that we only act as an intermediary between you and any and all Customer(s) and we are not your agent or the agent of any and all Customer(s). We are not a transportation carrier and do not provide transportation services. We are not responsible for the behaviour, negligence, conduct, actions or inactions on the part of any Customer that you may provide services to (through the GoGoVan Platform or otherwise). Any contract for the provision of transport and logistics services is between you and the relevant Customer(s) and not us.

(c) Save and except that (i) we provide immediate settlement of payment arrangement services (please refer to clause 6(e) for details) between you and GoGo Business Platform Customer(s) (excluding any Door-toDoor Delivery Order) (as applicable); and (ii) we provide weekly settlement of payment arrangement services (please refer to clause 6(g) for details) between you and any Customer who has placed a Door-to-Door Delivery Order, we are never and shall never be a party to any agreement (to be) entered into between you and any Customer. If there is any dispute in relation to the transport and logistics services provided then that dispute must be taken up by you with the relevant Customer directly.

(d) You must keep secured and confidential and not disclose to any third party any username or password that we may provide to you in relation to access to the GoGoVan Platform and/or the Services.

(e) We shall assume that any person using your mobile device or other registered devices, your username and password is you or a person authorized by you.

#### **4. Your use of the GoGoVan Platform and the Services**

(a) You can only use the GoGoVan Platform as a Participating Provider after you (i) have registered as a Participating Provider and have been provided by us with an account (Participating Provider Account); and (ii) where applicable, have provided us with the required Point Credit amount as stipulated in clause 6(d) below (unless waived by us at our sole discretion). By applying for registration of a Participating Provider Account, (i) you agree that you will be subject to our internal screening and verification procedures and we may refuse and cancel your registration at our sole discretion; and (ii) you agree to be bound by the Privacy Policy (as may be amended at our sole discretion from time to time).

(b) You further agree:

(i) to provide us with all information as we may request for registration of the Participating Provider Account;

(ii) to warrant that all information and details provided by you to us (including through the App or otherwise) are true, accurate, complete and up-to-date in all respects and at all times;

(iii) that you will not use the GoGoVan Platform and/or the Services for any unlawful purpose, including but not limited to, usage of the GoGoVan Platform and/or the Services for carriage of goods and/or passengers in contravention of the Relevant Laws; in any way that interrupts, damages, impairs or renders the GoGoVan Platform or the Services less efficient; and to access or attempt to access the accounts of other user(s) or to penetrate or attempt to penetrate any security measures;

(iv) that you will not use the GoGoVan Platform and/or the Services to advertise or promote third party or your own product(s) and/or service(s) (other than your transport and logistics services in the normal course of the use of the GoGoVan Platform and/or the Services);

(v) that you will keep all details of the Customer(s) confidential and will not use details of the Customer(s) (including contact name and number) obtained through the use of the GoGoVan Platform and/or the Services to directly or indirectly contact or solicit the Customer(s) to offer or promote your transport and logistics services, or accept service orders from such Customer(s) introduced to you by the GoGoVan Platform, otherwise than through the use of the GoGoVan Platform and/or the Services;

(vi) to respect the privacy of the Customers and not disclose their personal details (including contact name and number) to any other third party without their prior consent;

(vii) to comply with all Relevant Laws while using the GoGoVan Platform and/or the Services and be responsible for the provision of your transport and logistics services to the Customers;

(viii) to grant us access to the data of your mobile device or other registered devices (including but not limited to accessibility services) available to us as permitted by the operating system of your mobile device or other registered devices;

(ix) to warrant that: (1) you have all the appropriate licences, approvals and authority to provide transport and logistics services to the Customers; (2) that you own or have the legal right to operate the vehicle you use when using the GoGoVan Platform and that such vehicle meets all relevant safety standards (as applicable); and (3) that you have valid and adequate insurance as required from time to time under Relevant Laws for your vehicle and relevant to your use of the GoGoVan Platform and for the provision of your transport and logistics services to the Customers. You understand and acknowledge that it is your sole responsibility to ensure that your insurance policy affords liability, comprehensive, collision, medical payments, first or third party no-fault personal injury protection or any other coverage relevant to your provision of transport and logistic services to the Customers;

(x) that you will be solely responsible for your tax filing and registration obligations and calculate and remit all tax liabilities relating to your use of the GoGoVan Platform and for the provision of your transport and logistics services to the Customers as required under the Relevant Laws;

(xi) that you will not use the GoGoVan Platform and/or the Services to cause nuisance, annoyance or inconvenience;

(xii) to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation;

(xiii) to provide us with whatever proof of identity we may reasonably request;

(xiv) to treat the Customers introduced to you through the GoGoVan Platform with respect and not to cause damage to their goods or engage in any unlawful, threatening, harassing or abusive behaviour or activity whilst providing your transport and logistics services or using the Services;

(xv) to treat member(s) of our staff (including but not limited to any person in our customer service team) with courtesy and not to exhibit threatening, harassing or abusive behaviour towards our staff under any circumstances; and

(xvi) to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms, in particularly clause 4(b)(vii) and (ix).

(c) We reserve the right to suspend, restrict or terminate your access to the GoGoVan Platform and/or the Services at any time without advance notice or liability on our part if we have reasonable grounds to believe that you have breached any of these Terms or in our opinion you misuse the GoGoVan Platform or the Services. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

## **5. Specific terms relating to Door-to-Door Delivery Orders**

### **(a) Accepting Door-to-Door Delivery Orders:**

(i) As a Participating Provider, upon your completion of our training to our satisfaction, you may accept Door-to-Door Delivery Orders from the Customers. You understand and agree that time is of essence and that you must arrive at the quoted pick-up time and complete the delivery within the agreed journey time as shown on the App for the relevant Door-to-Door Delivery Order to receive the full amount of fees of the relevant Door-to-Door Delivery Order.

(ii) In the event it has come to our knowledge that a Participating Provider has failed to arrive on or before the quoted pick-up time and/or complete the delivery within the agreed journey time,

there will be a late charge (details of late charge may be found on [www.gogovan.com.hk](http://www.gogovan.com.hk) and/or the App or as notified to the Participating Providers from time to time) deducted from the fees of the relevant Door-to-Door Delivery Order and shall be due immediately upon completion of each such Door-to-Door Delivery Order.

(iii) If a Participating Provider accepts a request, we will send the relevant Customer a one-off reference code (the Reference Code) through the GoGoVan Platform. A Door-to-Door Delivery Order is confirmed at the time when the Participating Provider has verified the pick-up with the relevant Reference Code.

**(b) Cancellation of Door-to-Door Delivery Orders:**

(i) In the event of cancellation of a Door-to-Door Delivery Order by a Customer after the same has been confirmed, the Participating Provider shall make an application to us for the fees of the relevant Door-to-Door Delivery Order within the same day upon successful return of the item to the relevant Customer (at such location and time (in any event within the original agreed delivery date) as agreed between the Participating Provider and such Customer).

(ii) In the event of cancellation of a Door-to-Door Delivery Order by a Participating Provider after the same has been confirmed, the Participating Provider shall make arrangement to return the item to such Customer as soon as practicable (at such location and time (in any event within the original agreed delivery date) as agreed between the Participating Provider and such Customer).

(iii) In relation to clause 5(b)(ii), we reserve the absolute right to suspend and/or restrict your access to the GoGoVan Platform and/or the Services (for such duration as we see fit) without prior notice or liability on our part with immediate effect if in our reasonable view, you have cancelled a confirmed Door-to-Door Delivery Order without reasonable ground. For repeated cancellations without reasonable ground, we reserve the right to terminate your access to the GoGoVan Platform and the Services without prior notice or liability on our part with immediate effect.

(iv) We reserve the absolute right to terminate your access to the GoGoVan Platform and the Services without prior notice or liability on our part with immediate effect if we come to the knowledge that you have failed to return the item to the relevant Customer in accordance with these Terms.

## **6. Charges and Payment**

(a) It is free to download and install the App. For details about the charges for the provision of the transport and logistics services by the Participating Providers, please refer to the latest pricing guidelines posted on [www.gogovan.com.hk](http://www.gogovan.com.hk) and/or quoted on the App, which may be amended and updated at our sole discretion from time to time without prior notice. You agree not to charge the Customer(s) introduced to you through the GoGoVan Platform an amount that

exceeds the prices indicated on the latest pricing guidelines and/or quoted on the App or such other amount you have agreed with the Customer prior to the provision of your services.

(b) (Applicable to Door-to-Door Delivery Orders only) You agree that settlement of Door-to-Door Delivery Orders shall be made in accordance with clause 6(g) only. You agree not to request or otherwise be involved in arrangement(s) whereby additional cash or cash in kind is payable by a Customer (or the relevant recipient) to you directly or indirectly under any circumstances.

(c) We are entitled to charge you commission for each transaction you make through the use of the GoGoVan Platform unless waived by us in our sole discretion, which commission shall be at such rate as we may notify to you from time to time and shall be due immediately upon completion of each such transaction.

(d) In addition, your use of and access to the GoGoVan Platform and/or the Services may be conditional upon you having a sufficient amount of point credit (Point Credit) available in your Participating Provider Account. We are entitled to deduct the corresponding Point Credit from your Participating Provider Account upon you clicking the button of acceptance for the applicable transaction with Customers through the use of the GoGoVan Platform. For the avoidance of doubt, not all transactions would require the deduction of Point Credit. Where applicable, the manner and the scale of deduction of Point Credit (as may be provided and amended by us at our sole discretion from time to time) will be posted on [www.gogovan.com.hk](http://www.gogovan.com.hk) and/or quoted on the App and will become effective immediately upon disclosure to you. If the amount of Point Credit in your Participating Provider Account is insufficient for deduction for a transaction, then you will not be able to click the button of acceptance for and will be unable to conclude such transaction. At such occasion, you will need to purchase Point Credit by way of making payment into our or our nominee's designated bank account or such other method as approved by us from time to time. Once you have completed the payment and provided us with relevant payment evidence, we will top up the corresponding amount of Point Credit to your Participating Provider Account. We reserve the right to charge you administrative fees (by way of deducting Point Credit from your Participating Provider Account or otherwise) if you require our assistance to confirm and/or verify your relevant payment evidence and/or other miscellaneous services (including suspension, restriction or termination of your Participating Provider Account for use of the GoGoVan Platform and/or the Services by reason of you having breached any of these Terms or in our opinion you misuse the GoGoVan Platform and/or the Services). Details of our charge of administrative fees may be found on [www.gogovan.com.hk](http://www.gogovan.com.hk) and/or the GoGoVan Platform from time to time. For the avoidance of doubt, (i) the Point Credits are non-transferable and their sole and exclusive purpose is to be deducted from your Participating Provider Account to accept applicable transactions between you and the Customers; and (ii) any money used to purchase Point Credits is not refundable in any event.

(e) Settlement of GoGo Business Platform Orders (excluding any Door-to-Door Delivery Order): You understand and agree that any and all fees receivable or payable under completed GoGo Business Platform Orders (excluding any Door-to-Door Delivery Orders) shall be settled immediately upon completion of each such GoGo Business Platform Orders via us (and not



directly between you and the GoGo Business Platform Customer(s)). You irrevocably appoint us as your receiving agent to receive such fees from the GoGo Business Platform Customer(s) on your behalf. You further acknowledge and agree that we will transfer the aggregate amount of all fees receivable from any and all such completed GoGo Business Platform Order(s) immediately (without interest and subject to deduction of our commissions and administrative fees (as applicable)) to your virtual wallet in your Participating Provider Account.

(f) Settlement of Non-GoGo Business Platform Orders (excluding any Door-to-Door Delivery Order): You understand and agree that any and all fees receivable or payable under completed Non-GoGo Business Platform Orders (excluding any Door-to-Door Delivery Orders) shall be settled between you and Non-GoGo Business Platform Customer(s) directly (in cash or by such other specified payment channel). You acknowledge and agree that, for some payment channel(s), we will transfer the relevant aggregate amount of received fees to your virtual wallet in your Participating Provider Account immediately (without interest and subject to deduction of our commissions and administrative fees (as applicable)). In the event there is any dispute in relation to the settlement of fees receivable under completed Non-GoGo Business Platform Orders, any such dispute must be taken up with the relevant Non-GoGo Business Platform Customer directly.

(g) Settlement of Door-to-Door Delivery Orders: You understand and agree that any and all fees receivable or payable under completed Door-to-Door Delivery Orders shall be settled on a weekly basis after the end of the relevant calendar week (for purpose of these Terms, each calendar week ends on a Sunday) via us (and not directly between you and the relevant Customer(s)). You irrevocably appoint us as your receiving agent to receive such fees from the relevant Customer(s) on your behalf. You further acknowledge and agree that we will transfer the aggregate amount of all fees receivable from any and all applicable Door-to-Door Delivery Order(s) within the relevant week (without interest and subject to deduction of our commissions and administrative fees (as applicable)) on a weekly basis to your bank account as last made known to us in your Participating Provider Account. You agree that we are not under any obligation to verify your bank account details and we shall have been deemed to have fully satisfied our payment obligations upon transfer of the relevant fees to the bank account as last made known to us in your Participating Provider Account.

(h) For avoidance of doubt, amount in your virtual wallet is non-transferrable to other Participating Provider Account or otherwise. You may only use the amount in your virtual wallet to purchase Point Credit(s) (at any time with immediate effect upon your clicking of the “top-up” button) and/or request for amount in your virtual wallet to be transferred to your bank account as last made known to us in your Participating Provider Account on a weekly basis after the end of the relevant calendar week (for purpose of these Terms, each calendar week ends on a Sunday) from time to time (subject to such rules and conditions as may be found on [www.gogovan.com.hk](http://www.gogovan.com.hk) and/or the App or as notified to you from time to time). You agree that we are not under any obligation to verify your bank account details and we shall have been deemed to have fully satisfied our payment obligations upon transfer of the relevant amount to your bank account as last made known to us in your Participating Provider Account.

## **7. Promotions**

We may from time to time offer promotions on the GoGoVan Platform. We reserve the right to amend, suspend, withdraw or terminate, whether in whole or part, any and all such promotions without prior notice and at our absolute discretion.

## **8. Links and Advertisements**

The GoGoVan Platform may contain Advertisements and links to third party websites and payment channels. We shall not be responsible for the contents and accuracy of any Advertisement. Any links to third party websites and payment channels are provided solely for your convenience and not in any way as an endorsement by us of the contents on such third party websites and payment channels. If you access any linked third party website, payment channel or Advertisement, you do so entirely at your own risk. We shall not be responsible for any transactions between you and any advertisers or third party website and/or payment channels operators.

## **9. Indemnification**

By accepting these Terms and using the GoGoVan Platform or the Services, you agree that you shall defend, indemnify and hold us, our affiliates, our licensors, and each of our and their respective officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms or any Relevant Laws, whether or not referenced herein; (b) your violation of any rights of any third party, including the Customers or the Participating Providers (as applicable) arranged via the GoGoVan Platform; or (c) your use or misuse of the GoGoVan Platform or the Services.

## **10. Your relationship with Us**

(a) You understand and agree that we are a technology platform providing information and a means for you to offer services as a Participating Provider. You are solely responsible to provide all necessary equipment, tools and transportation at your own expenses, necessary to accept request(s) for transport and logistic services from the Customers. For the avoidance of doubt, you understand you retain the complete right to engage in any other occupation or business at all times.

(b) You expressly agree that (i) nothing contained or implied in these Terms shall constitute or be deemed to constitute an employment, a partnership or agency or joint venture between us; and (ii) these Terms are not and shall not be construed as an employment agreement, nor do they create an employment relationship between us.

(c) You further understand and agree that you have no authority to bind us and you undertake not to hold yourself out as our employee, agent, partner or authorised representative. You undertake and agree to indemnify, defend (at our option) and hold us harmless from and against any and all claims by any person, entity, regulations or government authorities in the event where any employment, agency, partnership or representative relationship is implied by applicable laws or regulations.

(d) You further understand and agree that by agreeing to these Terms, you also agree to participate in the relevant membership programme(s) that we may have in relation to Participating Providers, the details of which may be posted on the GoGoVan Platform (as may be amended and updated at our sole discretion from time to time without prior notice).

## **11. Disclaimers**

(a) The App is provided to you on an “as is” basis. We do not guarantee that the App is compatible with your mobile device or that (the contents of) the App and our website are free of errors, defects, malware and viruses or that the App and our website are correct, up to date and accurate.

(b) We do not warrant and accept no liability in connection with the availability of the Services, the availability of requests for transport and logistics services from the Customers through the use of the Services, the accuracy of the information or data provided as part of the Services or the quality, suitability and timeliness of the Customers.

(c) Any quoted pick-up or journey times are provided by the Customers and we shall have no liability if a pick-up or journey time is inaccurate nor shall we have any other liability to you if any Customer fails to be at the pick-up point at the quoted pick-up time or at all.

(d) Vehicles or mobile devices of Participating Providers registered with the GoGoVan Platform may be installed with GPS tracking device and/or other location tracking software or technology. Such vehicles or mobile devices are tracked using GPS or other location tracking technology to facilitate and improve route planning only. You acknowledge and accept that the location tracking feature is not error-free and the information provided by it may not be accurate. Your use of the location tracking feature is solely at your own risk and we accept no responsibility or liability in connection with any such use of and/or reliance on such location tracking information by you.

(e) It shall be your sole responsibility to ensure that valuable, unusual or any other items of the Customers are covered by appropriate insurance. We shall not under any circumstances be responsible or liable for the loss of, or damage to, any such items.

(f) It shall be your sole responsibility to ensure that your use of the GoGoVan Platform and/or the Services is in compliance with the Relevant Laws. Any use of the GoGoVan Platform and/or the Services which is not in compliance with the Relevant Laws shall not be construed to be

authorized, agreed, permitted, solicited or otherwise endorsed by us. We disclaim all liabilities arising or relating to your use of the GoGoVan Platform and/or the Services which is not in compliance with the Relevant Laws.

(g) The use of the GoGoVan Platform and/or the Services is at your sole risk. To the fullest extent permitted by applicable law, we shall not be liable for any damages resulting from or in connection with the use of or inability to use the GoGoVan Platform and/or the Services (including but not limited to any consequential, indirect or incidental damages or any loss of profit or damages to your mobile device). Without prejudice to the foregoing and insofar as permitted under applicable law, our aggregate liability shall in no event exceed an amount of HKD500.

## **12. Modification of Terms and the Services**

We may, at our sole discretion, from time to time amend or otherwise modify or replace any of these Terms, or change, suspend or discontinue the GoGoVan Platform and/or the Services (including but not limited to the availability of any feature or content) by sending you notice through the GoGoVan Platform or by posting a notice on our website at [www.gogovan.com.hk](http://www.gogovan.com.hk), which shall be effective and binding on you upon notice or posting. We may also impose limits on certain features and services or restrict your access to part or all of the Services without notice or liability.

## **13. Personal data and privacy**

The collection, use, storage and transfer of your personal data are generally subject to our privacy policy (**Privacy Policy**) and personal information collection statement, the latest version of which is at [www.gogovan.com.hk/privacy](http://www.gogovan.com.hk/privacy). Our Privacy Policy, as may be amended and updated from time to time at our sole discretion, is incorporated by reference into these Terms.

## **14. Miscellaneous**

(a) You may not assign or transfer any of your rights or obligations under these Terms to any person without our prior written approval. We may assign and transfer any of our rights and obligations under these Terms to any person.

(b) We may give notice by means of a general notice on the GoGoVan Platform, or by electronic mail to your email address as last made known to us in your Participating Provider Account, or by written communication sent by regular mail to your address as last made known to us in your Participating Provider Account.

(c) If any provision under these Terms is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected by it and shall continue to apply.

(d) The original text of these Terms is in English. In the event of any inconsistency between the English text and any foreign language translation, the English text shall prevail.

## **15. Governing law and jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Hong Kong. Both you and we agree to submit to the exclusive jurisdiction of the courts of Hong Kong as regards any dispute or matter arising under these Terms.

### Schedule

## **A. JURISDICTION SPECIFIC VARIATIONS - HONG KONG**

### **a. Proxy buying services**

You acknowledge and agree:

(a) to strictly observe and comply with Customers' instructions when providing proxy buying services pursuant to a Proxy Buying Order;

(b) to ensure that none of the Product(s) is a prohibited item as listed below:

(i) Explosives;

(ii) Toxic substances;

(iii) Narcotic, psychoactive drugs;

(iv) Agricultural chemicals, transpired insecticide;

(v) Arms and ammunition,

(vi) Weapons or weapon parts;

(vii) Protruding rods; and

(viii) Important cultural properties, important work of art; or

(ix) All other items, goods, commodities or materials which are restricted or prohibited from purchasing, selling, delivering or circulating pursuant to the laws of the Region.

(c) to ensure that the total amount of purchase per Proxy Buying Order does not exceed the Proxy Buying Order Limit; and

(d) that any contract for the provision of proxy buying services is between you and the Customers and not us; we are not responsible for the behaviour, negligence, conduct, actions or inactions on the part of the Customers.

**"Product(s)"** means product(s) purchased pursuant to a Proxy Buying Order.

**"Proxy Buying Order"** means a request made by a Customer for the provision of proxy buying service via the Platform.

**"Proxy Buying Order Limit"** means any amount that exceeds HK\$1,500, which purpose is to enhance the safety during the course of services provided by you to a Customer.