



TERMS OF USE FOR DRIVER APP (DRIVE25)

With Effect From: 01-Jul-2021

1. About this Agreement

Please read this Agreement carefully. This is an electronic agreement and by registering for or using any part of the Services, You unequivocally and irrevocably confirm that You have read, understood, accepted and agreed with this Agreement and will be bound by each and every term stipulated herein. If You do not agree to be bound by this Agreement, You may not access or use any part of the Services. This Agreement constitutes a binding legal agreement between You, an individual driver or vehicle operator (“You” or “Your”) and GO25 PTE. LTD (UEN No. 202107273W), a duly incorporated company pursuant to the Companies Act (Cap. 50) with its registered address at 21 Bukit Batok Crescent, WCEGA Tower #12-82/83, Singapore 658065.

2. About GO25

GO25 is a technology services company. It provides a system to connect individual drivers or vehicle operators with Users. GO25 does not provide transportation services, nor act as a transportation carrier or provider, courier, postal services provider, delivery services provider, food and beverage supplier or operator, taxi or private hire operator, nor act as an agent for any such person or entity. All Transportation Services are provided directly by You to Users, and You act as an independent, third party contractor carrying on business on Your own account, not under the employment of any GO25 at all times.

3. Definitions and Interpretation

3.1 In this Agreement, the following terms have the following meanings:

Account means the registered account You obtain to access the Services;

Affiliate means, in relation to a party, any entity that controls, is under the control of, or is under common control with, that party, where control means the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership of that party or the legal power to direct or cause the direction of the general management and policies of that party, whether through the ownership of voting capital, by contract or otherwise, and controls and controlled shall be interpreted accordingly;

Agreement means this GO25 Driver Services Agreement, all applicable Local Terms and all applicable Specific Terms;

Applicable Law means all applicable laws, by-laws, enactments, regulations, regulatory policies, ordinances, protocols, industry codes, road traffic codes, regulatory permits, regulatory licences or requirements of any court, tribunal or governmental, statutory,



regulatory, judicial, administrative or supervisory authority or body, which are in force from time to time during the term of this Agreement;

Driver Application means the electronic application supplied by GO25 and/or GO25 Group companies for drivers and vehicle operators to connect with Users;

Driver Wallets page refers to the information appearing in the Wallet screen in Driver Application

Group Companies means a person and its Affiliates (and Group Company will be construed accordingly);

Local Terms means the supplementary or alternative terms for specific countries, cities, municipalities, metropolitan areas or regions which apply to You, as made available and as updated by GO25 from time to time;

Mobile Device is the smartphone, tablet or other mobile device owned or controlled by You which You use to connect to the Driver Application;

Policies means the Community Guidelines, the Privacy Policy, and any other policies, guidelines or directions made available by GO25 from time to time, in each case as updated from time to time, including as located [here](#);

Services mean the services provided by GO25 to connect individual drivers or vehicle operators with Users, including via the Driver Application, the User Application and related software, websites, platforms, payment services and support systems. For the avoidance of doubt, the Services provided by GO25 do not include the Transportation Services themselves, as these are provided by You directly to Users;

Service Fees is fee You have to pay to GO25 for usage of the services which excludes all taxes, toll charges and out of pocket expenses incurred by the Driver. (For clarification purpose, as of July 2021 this is fixed as \$1 per trip). GO25 reserves the right to change this notifying You the effective date of change

Specific Terms means the supplementary or alternative terms which may apply to certain specific parts of the Services and/or Transportation Services, as may be notified to You from time to time;

Territory means the territory in which You are registered to use the Services, as specified in Your Account;

Transportation Services means the provision of transportation services, including the transportation of goods and/or passengers, by You to Users;

User means a registered end user of the User Application;



User Application means the electronic application supplied by GO25 and/or GO25 Group Companies for Users to connect with drivers and vehicle operators;

User Fees are fees which are structured in accordance with clause 9.3.

User Information means information about a User made available to You by or on behalf of GO25 or its Group Companies, which may include the User's name, pick-up location, contact information and photo; and

Vehicle means the vehicle You use for the purpose of providing Transportation Services.

3.2 In this Agreement (except where the context otherwise requires): (a) a reference to "writing" does not include email unless otherwise specified; and (b) any phrase introduced by the terms "including", "include", "in particular", "for example", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. This Agreement is drafted in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail. In the event of any inconsistency, the Local Terms shall prevail over the terms set out in this document.

Your responsibilities

Your commitments to GO25

4.1 You represent, warrant and undertake on a continuing basis throughout the term of this Agreement that:

4.1.1 You have full power and authority to enter into this Agreement and perform Your obligations under this Agreement;

4.1.2 You are able to operate a motor vehicle (including the Vehicle itself) and have a valid driver's licence and all the other required licences, approvals, authorities and consents to provide the Transportation Services in the Territory as required by Applicable Law;

4.1.3 You own, or have the legal right and authority to operate, the Vehicle, and that the Vehicle meets the applicable industry safety and maintenance standards for a vehicle of its kind, is in good operating condition, and is in a clean and comfortable condition suitable for the provision of the applicable Transportation Services;

4.1.4 You are at least 18 years of age (or, if the age at which You are permitted to provide the Transportation Services under Applicable Law in the Territory is higher than 18, You are of at least that age);

4.1.5 You have and will maintain a valid policy of liability insurance for the operation of the Vehicle and/or business insurance to cover any anticipated losses related to the provision of the Transportation Services, in each case covering damage to You, Your passengers, any goods or other items, Your Vehicle, and any third parties, at a level of coverage that satisfies the minimum requirements under Applicable Law and the Policies. GO25 does not control, or



advise You on, Your insurance arrangements, nor is it obliged to arrange the insurance on Your behalf;

4.1.6 You will comply at all times with all Applicable Laws and the Policies, and will notify GO25 if You are in breach of any Applicable Laws or the Policies;

4.1.7 You will only use the Services for lawful purposes and only for the purposes for which they are intended to be used;

4.1.8 You do not have a criminal record in the Singapore or any other jurisdiction;

4.1.9 You will promptly provide GO25 with any additional documents or information requested by GO25, including proof of identity, proof of address, proof of ownership or right to use the Vehicle. You acknowledge that You may be subject to background, criminal record and driving record checks from time to time and You will cooperate with these as required by GO25;

4.1.10 You shall ensure that any documents and information provided by You (or on Your behalf) to GO25 are at all times accurate, current, complete and not misleading;

4.1.11 You shall only use an internet access point and data account which You are authorised to use;

4.1.12 You shall not engage in any fraudulent, misleading or deceptive conduct; and

4.1.13 You shall not impair or circumvent the proper operation of the network which the Services operate on.

4.2 You are the provider of the Transportation Services and shall therefore be solely responsible for the safe, efficient and proper performance of Transportation Services using all reasonable care and skill. You shall be solely responsible for providing all necessary equipment, materials, tools and other items necessary for the safe, efficient and proper performance of the Transportation Services. You are responsible for Your own safety, and that of Users, in the performance of the Transportation Services, and You shall take all necessary precautions.

Your interactions with Users

4.3 Your provision of Transportation Services to Users creates a direct relationship between You and the User, to which GO25 is not a party. GO25 is not responsible or liable for the acts or omissions of a User in relation to You. To the maximum extent permitted by Applicable Law, You have the sole responsibility for any obligations or liabilities to Users or third parties that arise from Your provision of the Transportation Services.

4.4 Although You are solely responsible for the Transportation Services, GO25 has the right to deal with any complaints that Users have through GO25's complaints handling process, or any complaints that You may have about any User. You agree to cooperate fully with such



process, and to submit any complaint You may have via the Driver Application. GO25 also reserves the right, at its sole discretion, to redirect any such complaints to You directly and may choose to facilitate discussions with the User. You agree to comply with Applicable Law, the terms of this Agreement and the Policies in Your handling of such User complaints. GO25's complaints handling process shall not exclude any rights or remedies that cannot be excluded or limited under Applicable Law.

Your interactions with third parties

4.5 You may have an opportunity to enter into arrangements with a third party via the Services. Any such arrangements will be solely between You and the applicable third party, and GO25 has no responsibility or liability in relation to such arrangements. GO25 does not endorse any third party providers, applications or websites that are available through the Services, and in no event shall GO25, its licensors or any of its Affiliates be responsible for any content, products, services or other materials on or available from such third party providers, applications or websites.

Your Account

5.1 In order to access the Services as an individual driver or vehicle operator, You must register for and maintain an Account as a user of the Driver Application.

5.2 You are responsible for all activities conducted on Your Account. You:

5.2.1 must only have one Account;

5.2.2 must keep Your Account information (including Your login details) confidential and secure;

5.2.3 must not provide any other person with access to Your Account, including to transfer the Account or information from Your Account to any other person; and

5.2.4 must promptly notify GO25 if You suspect any unauthorised access to or use of Your Account.

5.3 GO25 reserves the right to block or deny access to Your Account, and/or block features available in the Driver Application, without prejudice to its other rights and remedies:

5.3.1 if GO25 deems, in its sole discretion, that You have violated any term of this Agreement or the Policies;

5.3.2 during an investigation;

5.3.3 if You owe any money to GO25 or its Group Companies;

5.3.4 if the Service fee is not fully paid by stipulated time as specified in clause 9.9.



5.3.5 if this Agreement is terminated for any reason; and/or

5.3.6 at any other time in GO25's reasonable discretion.

Your use of the Services

6.1 Subject to Your compliance with this Agreement, GO25 and its licensors grant You a revocable, limited, non-exclusive, non-transferable, royalty-free licence during the term of this Agreement and in the Territory, to access and use the Services, including the Driver Application and any information and materials provided through the Driver Application, solely for Your personal use for the purpose of connecting You with Users in respect of Transportation Services.

6.2 All rights not expressly granted to You under this Agreement are reserved by GO25 and its licensors. Nothing in this Agreement transfers any ownership in or to the Services (in whole or in part) to You.

6.3 In using the Services, You shall not:

6.3.1 license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way;

6.3.2 modify or make derivative works based on the Services, or reverse engineer or access the underlying software for any reason;

6.3.3 use the Services to build a competitive product or service, build a product using similar ideas, features, functions or graphics as the Services, copy any ideas, features, functions or graphics of the Services, or launch an automated program or script which may make multiple server requests per second, or which unduly burdens or hinders the operation and/or performance of the Services, or attempt to gain unauthorised access to the Services or related systems or networks;

6.3.4 use any application or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure, presentation or content of the Services;

6.3.5 post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, or remove any copyright, trademark or other proprietary rights notices contained in the Services;

6.3.6 send or store any material for unlawful or fraudulent purposes;

6.3.7 send spam or other unsolicited messages, or otherwise cause nuisance, annoyance, inconvenience or make fake bookings;

6.3.8 send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material;



6.3.9 send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;

6.3.10 interfere with or disrupt the integrity or performance of the Services or the data contained therein;

6.3.11 impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;

6.3.12 deliberately misrepresent Your location; or

6.3.13 damage GO25's or any of its Group Companies' reputation in any way.

Your Mobile Device

7.1 Your access to the Driver Application will be through a Mobile Device. It is Your responsibility to check and ensure that You download the correct software (including the latest version of the Driver Application) for Your Mobile Device. GO25 is not liable if You do not have a compatible device or if You do not have the latest version of the software (including the latest version of the Driver Application) for Your Mobile Device.

7.2 You are solely responsible for the procurement and use of the Mobile Device including but not limited to the purchase of the Mobile Device itself.

7.3 You are solely responsible for having in place an appropriate internet and mobile plan and for any fees charged by Your telecommunications service provider, such as telephone, SMS and internet data fees. You acknowledge that Your use of the Services may consume large amounts of data and that You will be solely responsible for such usage and the associated fees.

7.4 If a Mobile Device is lost, stolen, broken and/or no longer in Your possession, and this exposes Your Account information to someone else or otherwise affects GO25's legal rights and/or remedies, You must immediately notify GO25 and follow the procedures notified by GO25.

7.5 You may only access Your Account through the Mobile Device which uses the telephone number provided to GO25 during the Account registration. You must not lend, lease or transfer the Mobile Device to any other person for the purpose of accessing Your Account without GO25 prior written consent.

Your relationship with GO25

8.1 Your relationship with GO25 is that of an *independent contractor*. You expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labour law, tax law or social security law perspective), between GO25 and You, nor result in You being engaged by GO25 as a worker or a deemed worker;



and (b) no joint venture, partnership, or agency relationship exists between GO25 and You. You have no authority to bind GO25 and You undertake not to hold Yourself out as an employee, agent, worker or representative of GO25.

8.2 You acknowledge that GO25 does not, and does not seek to, exercise any general rights of control over You and Your activities. You retain the absolute discretion to accept or decline any request for Transportation Services via the Driver Application and to determine how long You wish to use the Services for. If You no longer wish to use the Services, You can choose to cease doing so at any time. You have complete discretion as to whether to use the Services. You are also free in Your absolute discretion to engage in any occupation or business of Your choosing.

8.3 If, notwithstanding clauses 8.1 and 8.2, You are found to be an employee, agent, worker or representative of GO25 or any GO25 Group Company by mandatory provision of Applicable Law, You agree that any payments made to You will be taken to be inclusive of: (a) superannuation contributions; (b) social security and insurance contributions and premiums, employee insurance contributions and premiums, compulsory government saving fund contributions and equivalent contributions; and (c) amounts equivalent to all taxes (including but not limited to income taxes) payable by You in respect of those payments; and (d) equivalent or analogous payments or liabilities in any jurisdiction, in each case that GO25 may be required to pay by such mandatory provision of Applicable Law.

Financial Terms

Bank account

9.1 You agree that You have and will maintain a local currency account with a bank in the Territory.

Driver Application

9.2 Payment for Your use of the Services shall be made in accordance with clause 9.8. The download and/or use of the Driver Application is provided for You to receive the Services and is provided on a royalty-free basis.

User Fees

9.3 You are entitled to charge Users a fee for Transportation Services, which may include:

9.3.1 a fee for each instance of Transportation Service(s) which starts at point A and ends at point B without any other stop(s) shall be fixed as reflected in the Driver Application. All other variations shall be subjected to additional charge as GO25 deems fit;

9.3.2 any tolls, road-usage charges, parking charges, and building or area entrance charges necessarily incurred by You when the User or goods are on-



board the Vehicle during (but not before or after) such provision of Transportation Services (without mark-up);

9.3.3 any applicable cancellation charges which will be decided by GO25;

9.3.4 any applicable taxes calculated in accordance with Applicable Law; and

9.3.5 any other amounts payable by the User to You in accordance with the User Terms of Use, (together, the **User Fees**). As part of the Services, GO25 facilitates the User's payment of the User Fee by suggesting the fee for each instance of Transportation Services, any cancellation charges and/or taxes (as applicable), which are calculated *via* the Driver Application. All other charges must be manually entered by You into the Driver Application (without mark-up). If You fail to enter such amounts, You may not be able to recover them.

9.4 GO25 may update the basis on which any component of User Fees is calculated via the Driver Application, at any time in its absolute discretion. Any such update will be notified to You. Any User Fees on or after the date on which the update takes effect shall be subject to the updated calculation.

9.5 You acknowledge and agree that GO25 may, to the extent permitted by Applicable Law, adjust or cancel the User Fees payable in connection with a particular instance of Transportation Services, acting reasonably (for example, where GO25 determines that there is an error in the original calculation, that You have not complied with this Agreement or the Policies, that a fee was charged when it should not have been (or vice versa), or in the case of a complaint from a User).

9.6 Users may choose to pay the User Fees by the payment methods offered via the User Application from time to time, including (where applicable) cash, credit or debit card or by using Paynow, Paylah, as follows:

9.6.1 for cash payments, Users will pay the User Fees directly to You; and

9.6.2 for any non-cash payments, the amount of the User Fees will be reflected into Your Driver Wallet page on the Driver Application. Such amounts will be made available to you through bank transfer from GO25 system to Your bank account.

Incentive Payments

9.7 GO25 may from time to time, in its sole discretion, offer incentive payments based on You meeting specified criteria and complying with specified conditions. You have absolute discretion as to whether or not to participate in the offer. If You do decide to participate, any incentive payments are conditional on You meeting all of the specified criteria and complying with all of the specified conditions, to GO25's reasonable satisfaction. If You do not do so, You may not receive the relevant incentive



payments. If You receive an incentive payment, the amount of the payment will be credited into Your bank account.

Service Fees

9.8 GO25 will receive a service fee of **SGD 1** per completed trip and any cancellation charges for trips you have cancelled after the permitted time period, on a per-transaction basis, as payment for Your use of the Services (Service Fees). Service Fees shall be exclusive of GST, if at all applicable. Service Fees are non-refundable. GO25 may update the basis on which the Service Fees are calculated via the Services, at any time in its absolute discretion. Any such update will be notified to You. Any Service Fees payable to GO25 on or after the date on which the update takes effect will be subject to the updated calculation. As part of the Services, the System will generate a receipt for each instance of Transportation Services on Your behalf, documenting the User Fees payable by the User in each instance.

9.9 You agree to pay the Service Fees to GO25, through PayNow transfer, on a daily basis. Service Fees accumulated on a particular day shall be paid before 12 noon on the next day. If full payment is not received by 12 noon the next day, Your account will be de-activated and you will not be able accept jobs in the Driver application. You agree to pay an administrative fee of SGD 25 in order to re-activate the account.

9.10 You acknowledge and agree that GO25 may:

9.10.1 require You to pay Your service charges dues on a daily basis, before 12 noon. In case of failure to pay the service charges on time, as provisioned in clause 9.9, Your account will be de-activated, dis-allowing You taking up any further Transport Service requests from the Users.

9.10.2 charge You an administrative fee of SGD 25 in order to re-activate your account.

9.10.3 without prejudice to GO25's other rights and remedies, suspend Your account for investigations where it reasonably believes that the transaction may be fraudulent, illegal or may involve any criminal activity or where it reasonably believes You or the User are in breach of this Agreement or the Policies. After investigation, GO25 may, upon its sole discretion based on the evidences and assurances from You of preventing such breaches happening again, decide to withdraw the suspension and reinstate your account. In such an event an administrative fee of SGD 100 will be payable by You.



Taxes

9.11 This Agreement shall be subject to all applicable prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any applicable future taxes that may be introduced at any point of time.

9.12 You agree that You are solely responsible for taxes on Your own income arising from Your performance of the Transportation Services. You warrant that You will perform the necessary obligations imposed by the relevant tax or revenue authority in relation to the reporting of Your income and payment of taxes on the same.

9.13 You agree that GO25 may in its sole discretion (but subject always to clause 8) declare, collect and/or pay any relevant taxes on Your behalf, and disclose all necessary or relevant information to the relevant tax or revenue authority for such purposes. To the extent authorised or permitted under Applicable Law, GO25 shall be entitled to withhold or deduct any payable amounts to you for the purpose of declaring, collecting, and/or paying any relevant taxes on Your behalf.

9.14 You agree to do everything necessary and required by Applicable Law to enable, assist and/or defend GO25 to claim or verify any applicable input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services.

Cancellation, waiting and no-show policies

9.15 If You were to cancel Pre-Bookings, the cancellation must be made at least 24 hours before the intended start time of the trip.

9.16 If You were to cancel current booking (Book Now), the cancellation must be made within 5 minutes of the acceptance.

9.17 You shall reach the intended pickup location not more than 5 minutes later than the Pre-Booked timing.

The timing which is to be followed shall be the timing reflected in the Driver Application. SGD 5 will be charged should You fail to comply with any of the above.

Warranties, indemnities and liability

Indemnities

10.1 You shall defend, indemnify and hold harmless GO25, its licensors and each such party's Affiliates and their respective officers, directors, members, employees and agents 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:

- 10.1.1 Your breach of any term of this Agreement or any Applicable Law;



- 10.1.2 Your provision of the Transportation Services;
- 10.1.3 Your use of the Services;
- 10.1.4 taxes and tax liabilities, duties, levies, claims and penalties that are imposed on You and/or on any GO25 Group Company in connection with Your own income arising from Your performance of the Transportation Services or otherwise arising from Your failure to comply with Your tax obligations; and
- 10.1.5 any claim asserting that You are an employee, worker, agent or representative of GO25 or any GO25 Group Company, or if You may be deemed to be an employee, worker, agent or representative of GO25 or any GO25 Group Company, any claims by any other person, entity, regulator or government authority based on such implied employment, worker, agency or representative relationship, including in respect of superannuation contributions, wages, duties, withholdings, social security and insurance contributions and premiums, employee insurance contributions and premiums, compulsory government saving fund contributions and equivalent or analogous payments or liabilities in any jurisdiction,

Basis on which the Services are provided

10.2 The Services are provided “as is” and “as available”. To the maximum extent permitted by Applicable Law, GO25 disclaims all representations and warranties, express, implied or statutory, save as expressly set out in this Agreement, including any warranties of merchantability, fitness for a particular purpose, reasonable care and skill and non-infringement.

10.3 Without limitation to clause 10.2, GO25 makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Services, or that the Services will be uninterrupted or error-free, or will operate in combination with any other hardware, software, system or data, or that any data will be accurate or reliable. GO25 does not guarantee the quality, suitability, safety or ability of third party providers. GO25 does not guarantee that Your use of the Services will generate any minimum number of requests for Transportation Services or any minimum User Fees for You. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by You or the User being faulty, not connected, out of range, switched off or not functioning. GO25 is not responsible for any delays, delivery failures, damages or losses resulting from such problems.



Exclusions and limitations of liability

10.4 Nothing in this Agreement limits or excludes a party's liability for death or personal injury caused by negligence, for fraud, or for any other liability to the extent it cannot be limited or excluded under Applicable Law.

10.5 To the maximum extent permitted by Applicable Law, GO25 shall not be liable for:

- 10.5.1 indirect, incidental, special, exemplary, punitive or consequential damages;
- 10.5.2 loss of use, lost profits, lost data, lost business, lost goodwill, lost contracts or lost opportunity; and
- 10.5.3 personal injury or property damage, arising from, related to or otherwise in connection with the Services or this Agreement, whether in contract, tort, breach of statutory duty or otherwise.

10.6 To maximum extent permitted by Applicable Law, in no event shall GO25's maximum aggregate liability arising under and in connection with the Services and/or this Agreement, whether in contract, tort, breach of statutory duty or otherwise, exceed the Service Fees paid to GO25 in connection with Your Account in the six (6) month period immediately preceding the event giving rise to the claim.

10.7 Any claims You have against GO25 under or in connection with the Services or this Agreement must be notified to GO25 within one year after the events giving rise to such claim, failing which (to the maximum extent permitted by Applicable Law) You will forfeit any rights and remedies You have in respect of such claim.

Term and termination

11.1 This Agreement shall continue until terminated in accordance with its terms.

11.2 GO25 may terminate this Agreement:

11.2.1 at any time for any reason by giving notice to You;

11.2.2 immediately, with or without notice, if You are in breach of any term of this Agreement, without prejudice to GO25's other rights and remedies; and

11.2.3 immediately, with or without notice, if You are breach of any other agreement with GO25.

11.3 You are under no obligation to use the Services and may cease using them at any time in Your sole and absolute discretion by permanently deleting the Driver Application from Your Mobile Device, thus disabling Your use of the Driver



Application. This Agreement is automatically terminated when You permanently delete Your Driver Account from the Driver Application.

11.4 On termination or expiry of this Agreement for any reason, You shall:

11.4.1 immediately delete and fully remove the Driver Application from Your Mobile Device;

11.4.2 immediately cease using the Services (save to the extent that You are permitted to use the User Application as a User pursuant to the User Agreement); and

11.4.3 promptly (and in any event within three days), pay any money owed to GO25 (which shall become immediately due and payable on termination or expiry).

11.5 The parties shall have no further obligations or rights under this Agreement after termination or expiry of the Agreement, without prejudice to any obligations or rights which have accrued to either party at the time it is terminated, save that the provisions of clauses 2, 3, 4.1.5, 8, 9.11 to 9.14, 10, 11, 12, 13 and 14 of this Agreement and any other clause which expressly or by its nature is intended to survive, shall continue to have effect after the end of this Agreement.

Privacy

12.1 You agree and consent to GO25 using and processing Your personal information as set out in the Privacy Policy [here](#) as amended from time to time.

12.2 To the extent that You have access to any personal information in connection with the Services, You agree to process it in accordance with Applicable Law, the Policies (including the Privacy Policy) and GO25's instructions. Without limitation, in using the Services, You may have access to certain User Information. You agree that Your Use of such User Information shall be strictly limited to usage as is necessary in order to perform the Transportation Services in accordance with this Agreement. Without limitation, You shall keep the User Information secure and shall not share the User Information with anyone else, or retain a copy of the User Information, or use it for any other purpose.

Disputes

13.1 This Agreement (and any and all disputes arising out of or in connection with this Agreement (including any alleged breach, or challenge to the validity or enforceability, of this Agreement or any provision hereof)) will be subject to the laws of Singapore unless the law in Your Territory requires otherwise, in which case the governing law of this Agreement shall be that of Your Territory.



13.2 Any and all disputes arising out of or in connection with this Agreement will be finally settled by binding arbitration under the Arbitration Rules of the Singapore International Arbitration Centre (“**Rules**”) (which Rules are deemed to be incorporated by reference into this Agreement) by one arbitrator, appointed in accordance with the Rules. The arbitration will take place in Singapore and the language of the arbitration will be English.

General

14.1 GO25 shall not be liable for delay or failure in performance resulting from causes beyond GO25’s reasonable control.

14.2 You shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of GO25 or any of its affiliated companies.

14.3 GO25 may amend this Agreement at its sole discretion from time to time. GO25 will use its reasonable endeavours to notify You of any material changes to the Agreement; however You agree that it is Your responsibility to review the Agreement regularly and Your continued use of the Services will constitute Your acceptance to the amendments. Otherwise, no addition to or modification of this Agreement will be binding on the parties unless made in writing by the parties.

14.4 The rights of each party under this Agreement may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right is not a waiver of that right.

14.5 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. The parties also hereby also exclude all implied terms in fact. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this Agreement excludes liability for fraud or any other liability that cannot be limited or excluded under Applicable Law.

14.6 You may not assign, sub-license, transfer, subcontract, or otherwise dispose of any of Your rights or obligations, under this Agreement without GO25’s prior written consent. GO25 may at any time assign, sub-license, transfer, subcontract or otherwise dispose of its rights or obligations under this Agreement without notice or consent (save to the extent required by Applicable Law).

14.7 If any Court or relevant authority determines that any part of this Agreement is illegal, invalid or unenforceable under Applicable Law, the remaining parts of this



Agreement will remain in full force and effect and the relevant part will be replaced with a provision that is legal, valid and enforceable and that has, to the maximum extent possible, an equivalent effect to the substituted part of this Agreement.

14.8 A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.

14.9 GO25 may give notice to You by means of a general notice published on the Driver Application or otherwise via the Services or to Your email address set out in Your Account. You must give notice to GO25 by email to **support@go25.sg**