

## LEGAL TERMS & CONDITIONS FOR ON-DEMAND BUSINESS

The Terms and Conditions / Terms of Service document is aimed at providing the legal literature for On-Demand businesses as we know it today.

Running an online marketplace for services isn't an easy task and has multiple factors that you need to consider, especially the legal aspects of it.

We've created the Terms of Service documentation based for On-demand businesses and a special section for Food Delivery Partners / Restaurants as well. *You may remove that if it doesn't suit your business model.*

===== EDIT BELOW THIS LINE =====

### LEGAL TERMS OF SERVICE (FOR USER)

#### 1. Contractual Relationship

These Terms of Use ("Terms") govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the "Services") made available by <Company name>, <Type of Company, LLP/LLC/PVT LTD/ SDN. BHD etc> established in< Country Name >, having its offices at <Full Address>, registered at the <Name of the governmental Registration authority> with <registration number> ("Name of the company").

From hereon, where referred to as ("we", "us", or "our") implies <Registered Company Name >

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and <Company name>. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. We may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of,

the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

**<Company Name>** may amend the Terms related to the Services from time to time. Amendments will be effective upon **<Company Name>**'s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in **<Company Name>**'s Privacy Policy located at **<Link to Privacy Policy Page>**. **<Company Name>** may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

## **2. The Services**

The Services constitute a technology platform that enables users of **<Company Name>**'s mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with **<Company Name>** or certain of **<Company Name>**'s affiliates ("Third Party Providers"). Unless otherwise agreed by **<Company Name>** in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT **<Company Name>** DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY **<COMPANY NAME>** OR ANY OF ITS AFFILIATES.

### **License.**

Subject to your compliance with these Terms, **<Company Name>** grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by **<Company Name> and its affiliated companies**.

### **Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or