User’s Terms & Conditions

As a “User” of this MrSpeedy application, you hereby agree and conform to the following Terms of Use:

1. Definitions

1.1 “MrSpeedy” means MrSpeedy Philippines, a logistics booking platform operated by 804 JD Ventures, with registered office at 804 Prince David Building, Katipunan Ave. Quezon City (1105). 804 JD Ventures is the authorized administrator of the MrSpeedy User’s application or program (the “Software”) in the Philippines and is engaged in the business of providing the Services to Users in the Philippines.

1.2 “User” means any natural or juridical person who installs a copy of the Software on a mobile device and submits an Order through the Software for Private Carrier to be performed in the Philippines.

1.3 “Order” has the meaning given to it in Clause 2.3 below.

1.4 “Private Carrier Services” means the services provided by a Participating Driver for the account of a User, which includes the pickup, transportation and delivery of the User’s Shipment from and to stated locations in the Philippines using a booked vehicle, as well as any add-on services, pursuant to an Order.

1.5 “Participating Driver” means a licensed driver, not registered as a common carrier or otherwise engaged in business as such, who has been accredited with MrSpeedy as part of a pool of drivers who may be willing, at his/her sole discretion, to provide Private Carrier Services to a User.

1.6 “Shipment” means all packages, parcels, delivery items or any part of the articles therein or contents thereof that travel under one Order.

1.7 “Contract” refers to the special contract of private carriage as contemplated under Philippine law which is automatically entered into between the Participating Driver and the User upon the acceptance by the Participating Driver of the User’s Order through the Software. The Contract covers the provision of Private Carrier Services and the fulfillment by the Participating
Driver of the terms of the Order, subject to the terms and conditions expressly provided as *Annex “A”*.

1.8 “*Services*” means the services set out in Clause 2.4 below which are all performed by MrSpeedy electronically through the Software.

1.9 “*User Wallet*” refers to the deposit of money made by the User with MrSpeedy, from which deposit the fees and charges due for an Order may be deducted.

### 2. Use of the Software; MrSpeedy’s Services

2.1 User is permitted to install a copy of the Software on User’s mobile device for use in the Philippines provided that User shall not use the Software or the Services for any commercial purposes. Other than the license to use the Software as herein provided, no other license or right is granted to the Use and ownership of the Software and all other rights are hereby expressly reserved by MrSpeedy. User shall not:

   (a) rent, lease, sublicense, distribute or transfer copies of the Software or the license for the use of the Software to any third parties;

   (b) modify, adapt, reverse engineer, decompile, disassemble, translate the Software or create derivative works based on the Software;

   (c) interrupt the normal operation of the Software, or use any methods to export or modify the source code of the Software;

   (d) upload or send out any kinds of computer viruses, worms, trojans, or malicious codes;

   (e) install and/or execute the Software on any device other than the mobile device running the operating systems approved by MrSpeedy.

2.2 The Software is delivered to Users on an “as is” basis and although MrSpeedy has used its best endeavors to make the Software work properly on mobile devices, MrSpeedy does not warrant the performance of the Software nor the compatibility of the Software with Users’ mobile devices.

2.3 User may use the Software to submit a proposal to engage Private Carrier Services for compensation to be determined in accordance with the
prevailing “Rates” on the Software (an “Order”) and under terms and conditions provided in Annex “A”.

2.4 MrSpeedy provides Services to facilitate the perfection and performance of the Contract between the User and the Participating Driver, as follows:

   (a) the computation and determination of the fees and charges for the fulfillment of an Order;
   (b) the publication of the details of an Order to eligible Participating Drivers for their acceptance;
   (c) upon the acceptance by a Participating Driver of an Order, the transmission to the User of the details of the Participating Driver who has accepted the Order;
   (d) where the option for payment using the User Wallet is selected by the User, the confirmation of receipt of the payment of the fees and charges, for and on behalf of the Participating Driver, which sum shall be deducted by MrSpeedy from the User Wallet of the User for the account of the Participating Driver.

2.5 The Orders submitted through the Software are completely and independently fulfilled by the Participating Driver pursuant to the Contract with the User. MrSpeedy is not a party to the Contract.

2.6 MrSpeedy reserves the right, but shall not be obliged, to pursue investigations and/or inquiries on the conduct and/or alleged violations by Participating Drivers based on User’s reports or complaints, and to impose appropriate penalties or consequences on the Participating Drivers, at the sole and absolute discretion of MrSpeedy.

3. Determination of Fees and Charges

3.1 The User will be charged the Standard Transport Fee in accordance with the prevailing “Rates” at the time of the Participating Driver’s acceptance of the Order.

3.2 Prevailing rates are indicated in the “Rates” section on the MrSpeedy website or in the Software.
3.3 The fees and charges for the User’s Shipment are determined in accordance with specified maximum weight, size, and quantity of the delivery item/s, the vehicles used, and add-on services availed, if any, as the case may be.

3.4 Additional charges, including but not limited to toll, parking fees and such other fees and expenses which are necessary, related or incidental to effect delivery to the recipient or return of the Shipment to the User shall be for the User’s exclusive account and are not included in the Standard Transport Fee to be charged against the User.

3.5 An adjustment of the rates as well as additional charges shall likewise apply if the weight, size, or quantity of the Shipment declared by the User are different from the actual weight, size, or quantity thereof.

3.6 In the event that the Shipment is not accepted or refused by the recipient or the recipient’s representative/s, all expenses for the return of the Shipment to the User shall be shouldered by the User.

3.7 No cancellation fees are chargeable as long as an Order is cancelled and communicated within sixty (60) minutes before the start of the Order pickup time. In the event that the cancellation was made after the Order pickup time has started, User shall be charged with the Standard Transport Fee as provided under Section 3.1.

3.8 The User shall pay the Participating Drivers in accordance with the agreed mode of payment selected through the Software upon submission of the Order.

3.9 For Users availing of payment using the User Wallet option, the final adjusted rates and additional charges shall be deducted from the User’s Wallet. If an Order is cancelled within sixty (60) minutes before the start of the Order pickup time, MrSpeedy will automatically undo the transaction for debiting of funds from the User’s Wallet.

3.10 For and in consideration for the performance of the Services, MrSpeedy shall be entitled to a percentage in the total fees and charges due for an Order.

4. User’s Obligations, Warranties and Undertakings
4.1 User warrants that he has the legal capacity to enter into and form contracts under Philippine laws.

4.2 By availing of MrSpeedy’s Services, the User conclusively agrees that the Private Carrier Services to be provided by the Participating Driver shall be subject to the terms and conditions herein provided, and those provided in Annex “A” hereof.

4.3 By availing of MrSpeedy’s Services, the User shall provide MrSpeedy complete and accurate information in submitting the Order, such as the description of the delivery items included in the Shipment, his choice of delivery vehicle type, add-on services availed, and handling instructions of the Shipment, if any, through the Software for initial determination of applicable rates.

4.4 The User warrants that he is either the owner or the authorized agent of the owner of the Shipment, and that he is authorized to accept and is accepting these Terms and Conditions not only for himself but also as agent for and on behalf of the owner of the Shipment.

4.5 User shall be responsible for the security of his account, shall safeguard any login name and password MrSpeedy may provide in relation to the Software and the Services and shall not disclose them to third parties, and undertakes to immediately notify MrSpeedy if there is any reason to believe that the security of the account has been compromised.

4.6 The User warrants that he has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the Shipment. User shall not propose to dispatch any articles that are prohibited by law, dangerous or hazardous materials or substances, radioactive material, or which may be harmful to the Participating Driver or the delivery vehicle.

4.7 The User is liable for any loss or damage suffered by the Participating Driver, MrSpeedy or any third party as a result of User’s violation/s of herein terms and conditions and/or the Contract with the Participating Driver.

4.8 The User agrees to hold MrSpeedy free and harmless from any legal liability to any third party as a result of any breach of the User’s obligations under herein terms and conditions and/or the Contract with the Participating Driver.
5. **Disclaimer**

The User hereby expressly agrees and acknowledges that:

5.1. MrSpeedy does not provide delivery or transportation services, and except to the extent that it provides the Services as defined herein, does not perform, manage, supervise or control the Private Carrier Services which are completely, exclusively and independently performed by the Participating Driver.

5.2. MrSpeedy is a software company and is not, and does not represent itself to be, engaged in the activities of a common or private carrier or a public utility.

5.3. MrSpeedy does not warrant the availability of Private Carrier Services and the availability of delivery vehicles as may be requested by a User in an Order, the accuracy of the data or information provided as part of the Services, or the quality of the Private Carrier Services and the condition of the delivery vehicles provided by the Participating Drivers.

5.4. MrSpeedy shall not be liable to User for any damages, claims or costs whatsoever including any consequential, indirect, incidental damages or any loss of profit or damages to their mobile devices as a result of their installation and/or execution of the Software, or their ailment of the Services or the Private Carrier Services using the Software, even if MrSpeedy or its representative has been advised of the possibility of such loss, damage or claim from User.

5.5. MrSpeedy is not the agent, principal, partner or employer of Participating Drivers or Users.

5.6. The rights, obligations and remedies between the User and Participating Driver are set forth in their Contract, which is hereby expressly acknowledged by the User as a special contract of private carriage of goods, as contemplated under the laws of the Republic of the Philippines. MrSpeedy shall not be liable for any loss or damages, including any injury which a User or Participating Driver may suffer as a result of the provision of the Private Carrier Services contracted by the User from a Participating Driver using the Software.

6. **Personal Data and Privacy**

6.1. The User may be required to submit personal information to MrSpeedy in order to use certain functions of the Software and the Participating
Driver confirms that the personal data so provided is true, correct and up to date.

6.2. The User agrees that MrSpeedy is entitled to collect, use, keep, store, update and process his/her personal information to such extent, for and at such time periods, as may be necessary for MrSpeedy to provide the Services. Specifically, the submitted personal data may be used for or in (a) the publication of an Order from User for acceptance by a Participating Driver, (b) confirmation/clarification of the Order information between the User and the Participating Driver, (c) tracking the booked vehicles, (d) determining compliance with the terms and conditions of these Terms and Conditions, (e) addressing User complaints against the Participating Driver, (f) verifying the truthfulness of the submitted personal data, (g) compliance with legal process and investigation, (h) and other acts or procedures which are reasonably necessary or connected with the provision of the Services.

6.3 The User agrees that MrSpeedy shall not be liable for any misuse by the Participating Drivers of the User’s personal information.

6.4. The User will receive and use the Participating Driver’s personal data (Participating Driver’s submitted name and contact number) for the purpose of fulfillment of the User’s Order pursuant to the obligations of the User and Participating under their relevant Contract.

6.5 The User agrees that he will be liable to the Participating Driver for any misuse of the Participating Driver’s personal data, and he agrees to hold MrSpeedy free and harmless from the misuse of the Participating Driver’s personal data.

7. Fair Use of the Software; Rules of Usage

7.1 The User shall not utilize the Software for or to promote any illegal acts.

7.2 The User shall not use the Software to produce any email advertisements or spam emails.

7.3 The User shall not use the Software in any way to track, stalk, harass or hurt any person.
7.4. The User shall not in any way interrupt/destroy the operation of the Software or the servers/network linked with the Software, or to violate the network requirements, process, or the herein terms and conditions.

7.5 The User shall not use the Software in another person's name or use the Software with property of others without consent of its owner.

8. Confidentiality and Protection of Business Interests of MrSpeedy and Software Users

8.1 MrSpeedy owns or controls all trade secrets, proprietary information, and other Confidential Information relating to MrSpeedy and the Software.

8.2 "Confidential information" includes but is not limited to: the source code in respect of the mobile app, MrSpeedy App (the "Mobile App"), currently owned and/or operated by MrSpeedy in the Philippines; app contents of MrSpeedy; driver onboarding data operating procedures; non-public financial information; trade secrets (including but not limited to applicable rebate programs for corporate clients); business plans; copyrightable materials; operating procedures; financial information; non-public records, notes, reports, correspondences; supplier information; and proprietary information.

8.3. In the course of the use of the Software and/or provision by MrSpeedy of the Services, the User may become aware of trade secrets, proprietary information and other Confidential Information relating to MrSpeedy. User agrees that the disclosure of this information to any third party, and in particular to a competing business entity, would cause serious loss and damage to MrSpeedy's business interests.

8.4. User agrees it shall not use any advantages derivable from such Confidential Information in its own business or affairs, and/or to the detriment or prejudice of MrSpeedy, its representatives, and/or the Participating Drivers.

9. Miscellaneous

9.1 Non-Circumvention. The User hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with the Participating Drivers, any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers,
directors, agents or associates, for the purpose of avoiding the payment to MrSpeedy of profits, fees or otherwise, without the specific written approval of MrSpeedy.

9.2 **Promotions.** MrSpeedy reserves the exclusive right to introduce and enforce advertising and sales promotions.

9.3 **Amendment.** By agreeing to these Terms and Conditions, the User agrees that MrSpeedy may from time to time amend the terms of these Terms and Conditions by posting such amendments and additional terms and conditions on the website __________________________ and/or by sending push notifications on the Mobile App. The User agrees that any such amendments on the Terms and Conditions made by MrSpeedy shall be binding upon him.

9.4 **Entire agreement.** The User acknowledges that he has read these Terms and Conditions, as may be amended from time to time, understood it and agreed to be bound by its terms, and further agrees that these Terms and Conditions, together with any document referred to herein in connection herewith, constitutes the whole agreement and is the complete and exclusive statement of the Terms and Conditions between MrSpeedy and the User with respect to the subject matter hereof, which supersedes all proposals, and all other communications, regardless of the form thereof, between the MrSpeedy and the User relating to the subject matter of these Terms and Conditions. No representation, promise or inducement has been made by MrSpeedy that is not embodied in these Terms and Conditions.

9.5 **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of Philippines.

9.6 **Venue of Action.** In the event of any dispute, controversy, or claim arising from or relating to these Terms and Conditions, or the interpretation thereof, or any arrangements relating thereto or contemplated therein, or the breach, termination, or invalidity thereof, the parties hereto agree that venue shall be exclusively and properly set in the courts of Makati City, Philippines.

9.7 **Assignment.** MrSpeedy reserves the right to assign any or all of its rights, duties and obligations hereunder to any third party without need of notice to or consent from the User. The User may not assign his rights and obligations under these Terms and Conditions without the prior written consent of MrSpeedy.

9.8 **Non-waiver.** Failure by MrSpeedy to exercise any or all of its rights hereunder, or any partial exercise thereof, shall not be construed as a waiver of such rights, and MrSpeedy may, at any time, exercise any or all of
the rights and discretions granted to it hereunder, or by law, without having to wait for the occurrence or re-occurrence of another or similar event which gives rise to such rights.

9.9 **Severality.** If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and for the invalid, illegal or unenforceable provision shall be substituted a valid, legal and 0enforceable provision which shall be as similar as possible in economic and business objectives as intended by the parties.

Annex “A”

Terms and Conditions

of the

Special Contract of Private Carriage of Goods

Between User and Participating Driver

The User, by the submission of its Order using the Software and the acceptance of the computation provided by MrSpeedy of the fees and charges for said Order; and The Participating Driver, by its acceptance of the Order; hereby agree to be bound by this special contract of private carriage of goods (the “Contract”), subject to the terms and conditions hereinafter provided:

1. **Definitions and Interpretation**

1.1 Capitalized terms used in this Contract shall bear the meaning provided under the User’s Terms and Conditions, and/or the Participating Driver’s Terms and Conditions.

1.2 In case of conflict between the provisions of this Contract and the User’s/ Participating Driver’s Terms and Conditions, the rights, duties and obligations and remedies between the User and Participating Driver shall be governed by this Contract.
2. **Special Contract of Private Carriage of Goods**

2.1. This Contract shall take effect between the User and the Participating Driver upon the acceptance by the Participating Driver of the User’s Order.

2.2. For and in consideration of the payment by the User of the fees and charges as computed through the Software, the Participating Driver shall provide the Private Carrier Services for the account of the User in accordance with the terms indicated by the User in the Order.

2.3. The User shall pay the Participating Drivers in accordance with the agreed mode of payment selected through the Software upon submission of the Order.

2.4. No cancellation fees are chargeable as long as an Order is cancelled and communicated within sixty (60) minutes before the start of the Order pickup time. In the event that the cancellation was made after the Order pickup time has started, User shall be charged with the Standard Transport Fee.

2.5. It is expressly understood that this Contract exclusively covers the carriage of goods and does not extend to the carriage of persons. On a case-to-case basis, and subject to the sole discretion of the Participating Driver, the Participating Driver may allow persons to be transported as accompanying persons to the Shipment upon the request of the User. The User expressly agrees that the incidental transportation of accompanying persons may be allowed by the Participating Driver as a mere accommodation and only in cases where the accompanying persons are necessary to minimize any risk of damage or loss to the Shipment. The User expressly assumes any and all liability arising from the transportation of accompanying persons by the Participating Driver.

2.6. The User and the Participating Driver acknowledge that any payment to the Participating Driver is made exclusively for the provision of Private Carrier Services and does not cover services for carrying or transporting accompanying passengers.

3. **Participating Driver’s Warranties; Duties and Obligations**
3.1. The Participating Driver warrants that he is a duly licensed driver in accordance with the laws of the Philippines, and that he is the registered owner or the authorized driver of the delivery vehicle to be used in this Contract.

3.2. The Participating Driver undertakes to personally execute the duties and obligations of the private carrier under this Contract.

3.3. The Participating Driver represents and warrants to the User that he has the special skills, appropriate delivery vehicle and sufficient property to perform the Private Carrier Services under this Contract and in accordance with the instructions of the User as indicated in the Order.

3.4. The Participating Driver undertakes to faithfully comply with the Participating Driver’s Code of Conduct and with the terms and conditions of this Contract.

3.5. The Participating Driver shall provide any additional manpower requirements as may be indicated in the Order, and shall exercise direct supervision and control over the acts and services performed by the additional personnel provided by him.

3.6. The Participating Driver shall provide due compensation to the additional personnel which he contracts to provide assistance to him in fulfilling the Order, and shall comply with all applicable laws in dealing with his assistants.

3.7. The Participating Driver agrees that he may be reported by the User to MrSpeedy for any violation of this Contract, and after due inquiry by MrSpeedy, may be penalized for his violation of the terms and conditions of this Contract and that he may be off-boarded from the Software as a consequence thereof.

3.8. The Participating Driver warrants that he is not engaged in the business of a public utility or a common carrier, and that he is not an employee, representative, agent, principal or officer of MrSpeedy.

3.9. The Participating Driver shall refuse any Shipment that is or appears to be prohibited by law, dangerous or hazardous materials or substances, and radioactive material, or which may be harmful to the Participating Driver or the delivery vehicle.
3.10 The Participating Driver shall exercise the diligence of a good father of the family to transmit the Shipment. He shall take reasonable precaution to prevent unauthorized persons from accessing the Shipment. He shall take reasonable precaution against loss of or damage to the Shipment while in transit.

3.11 The Participating Driver shall use reasonable effort to deliver the Shipment according to the instructions of the User and the estimated time of arrival. Participating Drivers shall not be liable (whether in contract, tort or otherwise) for any delays in effecting delivery thereof for whatever reasons, unless the delay is directly caused by the gross negligence or fault of the Participating Driver.

3.12 The Participating Driver shall not be liable for any loss or damage arising from or in connection with the User’s violations of warranties and obligations as stated in the User’s Terms and Conditions or in this Contract.

3.13 The Participating Driver shall not be liable for any delay in delivery of the Shipment, loss or damage due to force majeure, or any acts or omissions of any party other than the Participating Driver or his agents/assistants.

4. User’s Warranties; Duties and Obligations

4.1 The User warrants that he has the legal capacity to enter into this Contract under Philippine laws.

4.2 The User conclusively agrees that the Private Carrier Services to be provided by the Participating Driver shall be subject to this Contract.

4.3 The User acknowledges and agrees that the Participating Driver is a private carrier, and is not a public utility or a common carrier and thus, the rules pertaining to public utilities or common carriers shall have no application to this Contract.

4.4 The User warrants that he has provided complete and accurate information in submitting the Order, such as the description of the delivery items included in the Shipment, his choice of delivery vehicle type, add-on services availed, and handling instructions of the Shipment, if any, through the Software, and agrees that the Participating Driver may rely upon the information provided by the User as true and correct without conducting an independent verification of the same.
4.5 The User warrants to the Participating Driver that he is either the owner or the authorized agent of the owner of the Shipment, and that he is authorized to enter into this Contract not only for himself but also as agent for and on behalf of the owner of the Shipment.

4.6 The User warrants that he has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the Shipment. User shall not dispatch any articles that are prohibited by law, dangerous or hazardous materials or substances, radioactive material, or which may be harmful to the Participating Driver or the delivery vehicle.

4.7 The User bears complete responsibility to ensure that the Shipment is adequately packed to protect against damage in the course of transit. It is conclusively presumed that the delivery items in the Shipment are inadequately packed if it appears to have been removed without the case, wrapper or container, or where the seal or packaging of the delivery items in the Shipment are torn or broken.

4.8 The User agrees that Participating Driver is not obliged to open and inspect the Shipment, and that Participating Driver shall bear no responsibility or any legal liability resulting from the transportation of the Shipment.

4.9 The User is liable for any loss or damage suffered by the Participating Driver or any third party as a result of User’s violation/s of this Contract.

4.10 The User agrees to hold the Participating Driver free and harmless from any legal liability to any third party as a result of any breach of the User’s warranties, duties and obligations.

4.11 The User agrees and undertakes to indemnify the Participating Driver against any and all assessments, liabilities, claims, suits, demands, damages, judgments, fees, costs, fines, penalties, interests and expenses of any nature whatsoever that the Participating Driver may suffer arising out of or in connection with the transportation of accompanying persons to the Shipment upon the request of the User.

5. Miscellaneous
5.1. **Participating Driver’s Limited Liability.** The liability of the Participating Driver to the User for loss or destruction of the Shipment shall be limited to Two Thousand Pesos (PHP 2,000) only. The User shall bear the risk of loss if he avails of the Private Carrier Services for Shipments with a value exceeding this amount.

5.2. **Entire agreement.** Both parties acknowledge that they have read this Contract, understood it and agreed to be bound by its terms and further agree that this Contract, together with the terms of the relevant Order, constitutes as the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, which supersedes all proposals, and all other communications, regardless of the form thereof, between the parties relating to the subject matter of this Contract. No representation, promise or inducement has been made by either party that is not embodied in this Contract, and neither party shall be bound by or liable for any alleged representation, promise or inducement not otherwise contained in this Contract.

5.3 **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of Philippines.

5.4 **Venue of Action.** In the event of any dispute, controversy, or claim arising from or relating to this Contract or the relevant Order, or the interpretation thereof, or any arrangements relating thereto or contemplated therein, or the breach, termination, or invalidity thereof, the parties agree that venue shall be exclusively and properly set in the courts of Makati City, Philippines.

5.5 **Severality.** If any provision of this Contract is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and for the invalid, illegal or unenforceable provision shall be substituted a valid, legal and enforceable provision which shall be as similar as possible in economic and business objectives as intended by the parties.