

Terms of Use

By downloading, installing, and/or using the GO-X application (“Application”), **Go-Xpress Co,Ltd**, you agree that you have read, understood and accepted and agreed to these **Terms of Use**. These Terms of Use constitute a legal agreement between you and **Go-Xpress Co, Ltd** and apply to your visit to and use of our website at **goexpress-kh.com**, the Service and the Application (as defined below).

Please cancel your account (if you have signed up for the Application) and permanently delete the Application from your device if you do not agree or wish to enter into the Terms of Use.

Go-Xpress Co.Ltd reserves the right to change the terms, conditions, and notices under which the Application are offered at any time. PLEASE REVIEW OUR TERMS OF USE AND PRIVACY POLICY CAREFULLY BEFORE DOWNLOADING OUR APPLICATION OR USING OUR SERVICE FOR THE FIRST TIME.

1. I. General Provisions

1. **Go-Xpress Co. Ltd.** is a company established under the laws of Cambodia (“we”, “us”, or “our”).

2. **Our** Application is a software application that serves as a means to find vehicle [motorcycle/tuk-tuk/car/Mini Van] based services provided by third parties (drivers) (“**Service Provider(s)**”). The Application offers information on services offered by Service Providers. The types of services that may be requested via the Application are:

1. Instant Courier;
2. Transportation;
3. Food Delivery;
4. Personal Shopping; and
5. Other services that we may add from time to time.

3. The Application allows **user** (“you” or “user” “customer”) to send a request for a Service to a Service Provider. The GPS receiver - which should be installed on the mobile device (smart phone) on which you have downloaded the Application - detects your location and sends your location information to

the relevant Service Provider. The Service Provider has sole and complete discretion to accept or reject each of your requests for the Service. The Service Provider also has sole and complete discretion over whether to use the Application to receive the leads generated through the Application. If the Service Provider accepts your request, the Application notifies you and provides information regarding the Service Provider - including his/her name, vehicle license number, and customer service rating - and the ability to contact the Service Provider by telephone. The Application also allows you to view the Service Provider's progress towards the pick-up point, in real time.

4. We will make every reasonable effort to bring you into contact with a Service Provider in order to obtain the Services, subject to the availability of Service Providers in or around your location at the moment of your request for Services.

5. FOR THE AVOIDANCE OF MISUNDERSTANDING, WE ARE A TECHNOLOGY COMPANY, NOT A TRANSPORTATION OR COURIER COMPANY AND WE DO NOT PROVIDE TRANSPORTATION OR COURIER SERVICES. We do not employ the Service Providers and we are not responsible for any acts and/or omissions of the Service Providers. The Application is simply a means to ease the search of the Services. It is up to the Service Providers to offer the Services to you and it is up to you whether to accept their offers of Services.

2. II. Terms for Using the Application

1. You hereby acknowledged warrantted that:
 - you are an individual legally entitled to enter into a binding agreement under the laws of Cambodia, in particular the Terms of Use, to use the Application and that you are at least **18 (eightteen)** years old/have ever been married and **have no mental illness**. Otherwise, the Service Provider, will be entitled by law to cancel any agreement entered into with you. You further **acknowledged** and warrantted that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. If you are registering on behalf of a legal entity, you also

represent and warrant that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service and the Application.

- **You are not a Service Provider.**
- **You confirmed to use the Application for the purpose of obtaining the Service.**

2. We collect and process your personal information, such as your name, e-mail address, and mobile telephone number when you sign up. You must provide accurate and complete information, keep the information up to date and agree to provide us whatever proof of identity we may reasonably ask for. If any of the personal information that you have provided to us changes, for example, if you change your e-mail address, telephone number, or if you wish to cancel your account, please update your details by sending your request to us. We will, to the best of our abilities, effect such changes as requested within fifteen (15) business days of receipt of the notice of the change.

3. You can only use the Application once you have signed up with it. Upon successfully signing up, the Application will provide you with a personal account that can be accessed with a password you choose.

4. Only you may use your own account and you undertake not to authorize others to use your identity or account. You may not assign or otherwise transfer your account to any other parties. You must keep your account password and any identification we provide you secure and confidential. In the event a disclosure is made to your passwords, howsoever, which causes any illegitimate or unauthorized uses of your account or identity, orders generated from the illegitimate or unauthorized uses will still be deemed valid orders, unless you notify us on that matter before the Service Providers perform the requested Services. **In this regard, you may responsible for any loss or damages arising from the act of third parties in term of illegitimate or unauthorized uses of your account or identity.**

5. You may only have one **GO-X account**.

6. The information provided by the Application must not be construed as an advice or an offer, the decision to use the Service Provider is entirely yours. You are free to use any other **Service Providers**.

7. You undertake that you will use the Application only for its intended use to obtain the Service. You may not abuse or use the Application for fraudulent purposes or **to make fake bookings** to cause any **loss or** inconvenience to **us or Service Provider or** others .

8. You may not harm, tweak or modify the Application and/or Website or attempt to harm, tweak or modify it in any way whatsoever. We are not liable if you do not have a compatible device or if you have downloaded the wrong version of the Application to your device. We reserve the right to prohibit you from further using the Application should you use the Application with an incompatible or unauthorized device or for purposes other than those for which the Application is intended to be used. You undertake that you will only use an access point you are authorized to use.

9. You will keep confidential and will not abuse the information you receive from using the Application. You will treat the Service Providers with respect and will not engage in any unlawful, threatening or harassing behavior or activities whilst using their services.

10. You understand and agree that your use of the Application will also be subject to our Privacy Policy as may be amended from time to time. By using the Application, you also give your consent as required under our Privacy Policy.

11. By providing us information, you represent that you have the right to provide us the information for us to use and share with the Service Providers.

12. The Application may not be used to find Services for:

- transporting and/or obtaining and/or purchasing goods prohibited by the authorities or goods that require a certain license or permit from the authority to transport;
- delivering goods from or to prisons;
- purchasing and/or transporting pets or any other animals;
- **transporting goods with dimensions of more than 60cm (length), 30cm (width), 60 cm(height) or goods weighing more than 30kg applied to MOTOBIKE. Dimensions of more than 100cm (length), 50cm (width), 50cm (height) or goods**

weighting more than 80kg applied to TUK-TUK. Dimensions of more than 60cm (length), 30cm (width), 60cm (height) or goods weighting more than 80kg applied to CAR (sedan class). Dimensions of more than 120cm (length), 80cm (width), 80cm (height) or goods weighting more than 200kg applied to MINI-VAN (minivan or above class).

- purchasing and/or transporting illegal goods or harmful goods or stolen goods, including but not limited, goods containing hazardous or toxic materials, drugs or illegal substances; and
- purchasing and/or transporting or delivering valuable goods or goods valued above \$100 (USD one hundred).

26. You must provide us accurate and complete information regarding the type, size, specification and/or any specific characteristics of the food or goods to be delivered in Instant Courier service or to be purchased in Food Delivery or Personal Shopping service.

27. You must pack fragile goods, such as glassware, ceramics, cakes or food, properly for the delivery. Neither we nor the Service Providers are responsible for any damage, deformation, dent, expiry, decay, odor, spill or any other incompleteness of the products during their delivery which is caused by improper packaging or wrapping.

28. Service Providers may ask you to open and show the inside of a package to ensure that the contents are as you represented.

29. Service Providers has the right to decline your orders if in his/her personal judgment, he/she may not be able to perform the delivery of the goods.

30. You represent that you are, you were or you are about to be the lawful owner of the goods to be delivered. The delivered goods are not stolen or obtained unlawfully and you agree to defend, indemnify and hold us harmless and not liable for any goods that a Service Provider delivers which may violate the prevailing laws and regulations.

31. The Service Provider reserves the right to refuse accepting your order if **the Service Provider** has reasonable grounds to suspect that you have or, by accepting

your order, will breach or violate these Terms of Use or the prevailing laws and regulations.

32. We may, in our sole discretion, provide promotions that may be redeemed for benefits related to the use of the Application. You agree that you will only use such promotions for **your** intended use and will not abuse, duplicate, sell or transfer the promotions in any manner. You also understand that the promotions cannot be exchanged for cash and may expire on a certain date, even before you use them.

33. For the provision of the Personal Shopping **s**ervice, you represent that the goods to be purchased and delivered by the Service Providers are lawful and do not in any way violate any prevailing laws and regulations. You agree to defend, indemnify and hold us harmless and not liable for any goods that a Service Provider purchases on your behalf and delivers to you which may violate the prevailing laws and regulations.

34. You acknowledge and agree to grant the Service Providers a power and authority to pick up or deliver goods or food, or make a purchase on your behalf for every order of Instant Courier, Food Delivery or Personal Shopping service.

35. You can only make an order for food available in the listed restaurant's menu in Food Delivery service. **You may call the Service Provider to double confirm about the shopping list, we may not be responsible for the wrong purchasing.**

36. We do not guarantee the availability of the ordered items in store/restaurant and the delivery of fragile items such as cake and ice cream.

47. We are not responsible for the quality of the food and/or goods provided by the restaurants and/or the stores in Food Delivery and Personal Shopping services.

48. You acknowledge and understand that the prices of food or goods shown in Food Delivery and Personal Shopping **s**ervice are estimates and may change from time to time. You agree and acknowledge that you will pay according to the receipt issued by the restaurant or store handed by the Service Provider to you in using the Food Delivery and Personal Shopping service.

4. We or the Service Provider does not guarantee the availability of the availability of food or goods in the restaurants or stores.

49. For X-Food is only an app to help clients to get menu from restaurants which easy to get the order. If anything, happen such as the food spoiled or food poison, it would be responsibility between the clients and the restaurants. All the food has been survey by us to ensure the cleanliness and safeness but still we are not responsible for food quality. With this case, client is suggested to call to drivers and the restaurants to make sure the food will be ready earlier.

50. The Service Providers will only deliver alcohols for customers above 18 years old. You agree to show your ID to be checked by the Service Provider upon delivery.

51. You understand and acknowledge that by selecting yes on the age verification pop-up page upon entering alcoholic store or adding alcoholic drink to cart, you verify that you are above the legal age to consume alcohol.

52. In relation to the Transportation Service using motorcycle/"mototup", you undertake that you will wear a helmet provided by your Service Provider during the trip.

53. You also undertake that for every order of Transportation Service, you will choose the most suitable vehicle according to the number of passenger. The maximum number for passenger for motorcycle, tuk-tuk, taxi (sedan class) and car (minivan class) are one (1), six (6), four (4) and eight (8) respectively. The Service Provider reserves the right to deny or cancel any order of Transportation service if the Service Provider finds out that the number of your passenger exceeded the vehicle capacity.

54. Please inform us if you no longer have control of your account, eg your account is somehow hacked or your phone is stolen, so that we can cancel your account accordingly. Please note that you are responsible for the use of your account and may be held liable even if it is abused by another person.

5. III. Payment

1. The download and/or use of the Application is free of charge. We may introduce fees for the download and/or use of the Application at times. We will inform you accordingly about this for you to decide whether you wish to continue using the Application or not. However, the Internet connection required to use the Service, and any associated charges (e.g. mobile data expenses) incurred by your use of the Service are your exclusive responsibility and made solely at your expense.

2. The rates that apply for the Services by the Service Provider can be found on the Website and through the Application. We may modify or update the rate from time to time. We will help the Service Provider to calculate the fee based on your order and inform you of the fee on behalf of the Service Provider.
3. You agree that you will pay for the Services provided to you by the Service Provider in full.
4. Payment can be done in cash or by using your GO-X Credit. All payments in cash must be in **RIEL/USD**.
5. The food or goods ordered in the Food Delivery and Personal Shopping services must be paid for in cash upon delivery of the food or the goods if the value of the food or the goods is below **30 USD**.
6. Any order of Food Delivery or Personal Shopping service for goods or food with a total price of over **30 USD** must be paid to the Service Provider in cash upfront before the performance of the Services.
7. **The Fee for the Service includes any applicable taxes.**
8. **If the goods lost or broken, The Service Provider will compensate up to 100 USD or according to the market price.**
- 8.

IV. Warranties

We make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, Website and/or Application software, including but not limited to the Services obtained by or from Service Providers through the use of the Application. We do not represent or warrant that (a) the use of the Services and/or Application will be secured, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Services will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other materials purchased or obtained by you through the Application will meet your requirements or expectations, (e) errors or defects in the Application will be corrected, or (f) the application or the server(s)

that make the Application available are free of viruses or other harmful components, or (g) the Application tracks you or the vehicle used by the Service Provider. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. You acknowledged and agreed that the entire risk arising out of your use of the Service remains solely and absolutely with you and you will have no recourse whatsoever to us.

V. Our Liabilities

1. We are not liable for any injury, death, damage or loss caused by the conduct of the Service Providers. We are also not liable for any wrongdoings, including traffic violations, or any criminal actions conducted by the Service Providers during the performance of the Services.
2. However, we do care about the Application users' safety and at our sole and absolute discretion, we are willing to provide financial assistance if a you has an accident, suffers an injury or dies when being transported by a Service Provider. This means that our assistance only applies from the time a you are picked up by a Service Provider until the you reach your destination. Please alert the Service Provider if you feel uncomfortable with the way he/she is providing the transportation service. The amount of the financial assistance will be decided at our sole discretion.
3. We are also willing to provide financial assistance of up to **500 USD**, - at our sole and absolute discretion for goods lost or damaged when using the service of a Service Provider as long as the goods comply with these Terms of Use. We do not have any insurance for the delivered goods and therefore if you wish to have them insured during the delivery, please contact your insurance provider.
4. The insurance will cover hospitality 100 USD, (Must attach with police reports and hospital bill) where the passengers need to pay first and claim to Go-X.
5. The insurance will cover death 500 USD, with local authority statement.

6. The insurance is applicable only for the transaction which is following the rule and regulation in Cambodia (Including traffic law).

7. We employ appropriate and reasonable technical and security measures to keep the Application secure and virus and error free. However, as effective as this technology is, no security system is impenetrable. We therefore cannot guarantee the security of our database nor can we guarantee that the information you provide will not be intercepted while being transmitted to us.

8. The Application 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 Service Provider being faulty, not connected, out of range, switched off or not functioning. We are not responsible for any delays, delivery failures, damages or losses resulting from such problems.

9.

VI. Limitation of Liability

1. Any claims against us by you will in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you when using the Service during the event giving rise to such claims. In no event will we and/or our licensors be liable to you or anyone for costs, interest, damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). We and/or our licensors will not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have booked the Service, including but not limited to loss, damage or injury arising out of, or in any way connected with the Service and/or Application, including but not limited to the use of or inability to use the Service and/or application.

2. You expressly waive and release us from any and all liability, claims or damages arising from or in any way related to the Service Providers. The company will not be a party to disputes, negotiations of disputes between you and the Service Providers. Responsibility for the decisions you make regarding the Services found via the Application rests solely with and on you. You expressly waive and release us from any and all liability, claims, causes of action, or damages arising from your use of the Service, software and/or the Application, or in any way related to the Service Providers introduced to you by the Application.

3. The quality of the Service obtained through the use of the Application is entirely the responsibility of the Service Provider who ultimately provides the Service to you. You understand, therefore, that by using the Application, you may be exposed to transportation that is potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the service at your own risk.

10.

VII. Indemnification

By using the Application, you agree that you will defend, indemnify and hold us, our licensors, affiliates, and each of our officers, directors, commissioners, 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 use of the Services and/or the Application, your dealings with the Service Providers, third party providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein or (c) your violation of any rights of any third party, including third party Service Providers arranged via the Application, or (d) your use or misuse of the Application. This defence and indemnification obligation will survive these Terms of Use and your use of the Site.

VIII. License

1. Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable, revocable license to download and install a copy of the Application on a single mobile device that you own or control and to run this copy of the Application solely for your own personal, non-commercial use.

2. You may not (i) copy, modify, adapt, translate, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast, decompile, or disassemble any portion of or otherwise exploit the Application, except as expressly permitted under these Terms of Use, (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the software in any way; (iii) create internet "links" to the Application or "frame" or "mirror" any software on any other server or wireless

or internet-based device; (iv) reverse engineer or access our software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application, (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 burdens or hinders the operation and/or performance of the Application, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Application or its contents; (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of the proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Application. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms of Use.

3. You will (i) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights; (iii) not send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) not interfere with or disrupt the integrity or performance of the Application or the data contained therein; (v) not attempt to gain unauthorized access to the Application or its related systems or networks; (vi) not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; and (vii) refrain from engaging in any conduct that could possibly damage our reputation or be considered disreputable.

4. **You acknowledged that we** will have the right to investigate and prosecute any **of your performance while using our service**. We may involve and cooperate with law enforcement authorities in prosecuting users who violate

these Terms of Use. You acknowledged that we have right to monitor your access to or use of the Website or Application to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

IX. Intellectual Property Matters

1. We including our name and logo, the Application and the Service, is protected by copyright, trademark and other rights provided under the laws of Cambodia. We (and our licensors, if applicable) exclusively own all rights, title and interest in and to the Application, including all associated intellectual property rights.

2. Without derogating from our rights under any applicable law or these Terms of Use, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms of Use. If you circumvent any of the means taken by us to protect the Service from unauthorized use, you must immediately cease any and all use of the Service, and you undertake to do so.

X. Termination

1. You are under no obligation to use the Application and may simply choose to stop using it at any time by cancelling your account and permanently deleting the Application from your device, thus disabling your use of the Application. This Terms of Use is automatically terminated when you permanently delete the Application from the device.

2. You may terminate your account by informing us of your intention to cancel your account. We will try to do our best to complete the termination, including the return of your GO-X Credits (excluding the amount gained from referral or any other promotion) in 15 (fifteen) business days.

3. We reserve the right to immediately suspend, restrict or terminate these Terms of Use and your use of the Application if we have reasonable grounds to suspect that you have breached or violated any provision of these Terms of Use or the prevailing laws and regulations.

4. If you permanently delete the Application or cease to use the Application permanently, by a notice to us in 14 business days prior to the deletion or

termination, the remaining balance of your GO-X Credit can be withdrawn, but limited to the amount of your e-money and not including the amount which is equal to the value of money. In the event of death, your valid heir(s) by a notice to us in 14 business days after the death, with a valid testament made in accordance to the prevailing laws and regulations or a final and binding court decision, may claim the remaining balance of your GO-X Credit, but limited to the amount of your e-money and not including the amount which is equal to the value of money.

XI. Miscellaneous

1. Our waiver or forbearance or failure to claim a breach of any provision of these Terms of Use or to exercise any right provided by these Terms of Use or the applicable law, may not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

2. These Terms of Use are drawn up in both English and Khmer both of which versions will be binding on you and us. **In the event of any inconsistency between the English and the Khmer version, the English version will prevail.**

3. You may not transfer or assign your rights under these Terms of Use, without our prior written approval. We may assign our rights under these Terms of Use to a third party at our sole and absolute discretion.

4. If any term under these Terms of Use is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, the term or part of it will, to that extent, be deemed not to form part of these Terms of Use but the legality, validity or enforceability of the remainder of these Terms of Use will not be affected.

11.5. These Terms of Use are governed by and to be construed under the laws of the Cambodia. **Any and all disputes arising from this privacy policy shall be governed by the exclusive jurisdiction of the Cambodia Court.** These Terms of Use may be modified, varied and changed from time to time. We will notify you through the Application and/or email of the modifications, variations and/or changes to the Terms of Use. The continued use of the Application after receipt of this notice will constitute your consent to and acceptance of the modifications, variations, and/or changes.

