

STARRIK GENERAL TERMS AND CONDITIONS FOR RIDERS (DISPATCH SERVICE PROVIDERS) ON THE USE OF STARRIK PLATFORM.

These General Terms and Conditions set out the terms and conditions applying to and governing the rendering of service on the StarrikApp –a courier technology platform which connects owners of packages and items with Riders to help dispatch them across locations in the world more efficiently, effectively and excellently.

Also, for reference, delivery, logistics, courier, dispatch all mean the same thing and they refer to services of moving properties around, provided by Starrik Riders or such services provided by the cooperate partners with the consent and approval by Starrik Technology Company Limited.

In order to use Starrik App to provide dispatch service(s), you as an individual rider, or company **MUST** agree to the terms and conditions that are set out below:

1. DEFINITIONS

1.1. The term “us” or “we” refers to Starrik Technology Company Limited - a private limited company incorporated and registered with the Corporate Affairs Commission (CAC) under the laws of the Federal Republic of Nigeria with Registration Certificate 7404039, registered office at Prince Enobong Uwah Street, Uyo, Akwa Ibom State – Nigeria, or other Starrik allied services or cooperation partner where Starrik Services are not directly provided by Starrik Technology Company Limited.

1.2. Starrik Services – Services that Starrik provides, including provision and maintenance of Starrik App, Starrik Platform, In-app Payment, customer support, communication between the Rider and the Customer and other similar services.

1.3. Starrik App – a smartphone application for Customers and Riders to request and render Dispatch Services respectively.

1.4. Starrik Platform – technology connecting Customers with Riders to help them move goods and packages around locations more efficiently.

1.5. Customer – a person requesting Dispatch Services by using Starrik Platform.

1.6. Rider (also referred to as “you“ being independent rider or legal entity “company”) – the person or company providing Dispatch Services via the Starrik Platform. Each Rider will get a personal Starrik Rider Account to use Starrik App and Starrik Platform.

1.7. Agreement – this agreement between Rider and Starrik regarding the use of Starrik Services which consists of:

1.7.1. these General Terms;

1.7.2. special terms displayed in Starrik App, e.g regarding price info or service descriptions;

1.7.3. the Riders guidelines; and

- 1.7.4. other terms referred to in this Agreement as may be amended from time to time.
- 1.8. Fare – the fee a customer is obliged to pay Rider for provision of the Dispatch Services.
- 1.9. Starrik Fee – the fee that Rider is obliged to pay to Starrik for using the Starrik Platform.
- 1.10. In-app Payment – cards, carrier billing and other payment methods used by the Customer via the Starrik App to pay for the Dispatch Services.
- 1.11. StarrikRider Account – access to a website containing information and documents regarding usage of the Starrik Services in the course of provision of Dispatch Services, including accounting documentation. Rider may access the StarrikRider Account by entering username and password or as otherwise demanded on the Starrik app or website.
- 1.12. Tip – a gratuity offered by the Customer at their sole discretion in addition to the Fare paid.
- 1.13 Dispatch Services – Service a Rider is providing to Customer whose request has been accepted through the Starrik App.
- 1.14 Starrik – The shorter form of Starrik Technologies Company Limited.

2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the Starrik Services, you must sign up by providing the requested information in the sign-up application on website and uploading necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successful completion of the signup application, we will provide you with a personal account accessible via a username and password. By clicking the “Sign up” button located at the end of the signup application, you represent and warrant that:

2.1.1. pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the Starrik Platform for providing the Dispatch Service;

2.1.2. you have carefully studied, fully understood and agreed to be bound by these General Terms, including all obligations that arise as provided herein and from Agreement;

2.1.3. all the information you have presented to us is accurate, correct and complete;

2.1.4. you will keep StarrikRider Account accurate and profile information updated at all times;

2.1.5. you will not authorize other persons to use your StarrikRider Account nor transfer or assign it to any other person;

2.1.6. you will not use the Starrik Services for unauthorized or unlawful purposes and impair the proper operation of the Starrik Services;

2.1.7. at all times, you fully comply with all laws and regulations applicable in the state or city you are providing Dispatch Services in, including (but not limited to) laws regulating CustomerDispatch services;

2.1.8 that you are not a minor or under-age, you are up to the age of accountability as accepted in your region (e.g in Nigeria, it is 18 years above).

2.2. You are obliged to provide your bank requisites in course of filling the payment details upon registration. In case you are a legal person, you must insert the bank account of the company. We are transferring In-app Payment fees to the bank account that you have provided. We are not liable for any incorrect money transactions in case you have provided wrong bank requisites.

2.3. After submitting the signup application, you will receive an e-mail with additional conditions that must be met in order to use Starrik Services. These conditions may include providing criminal records, valid driver's license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device or internet-supported smart phone and other conditions as described in the pertinent e-mail. The failure to comply with the provided requirements and conditions may result in termination of the Agreement and right to use the Starrik Services.

2.4. You agree that in specific cities or countries, Starrik Technology may assign any of our obligations arising from the General Terms or Agreement to Starrik group companies and partners. This includes, among others, assigning the rights and obligations regarding reviewing documents related to signup applications, trainings, collection of Starrik Fees, forwarding you the fees due, mediating In-app Payment, licensing the Starrik App, etc.

2.5. Registering the account as a legal person (i.e. a company). You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details (as accessible in the StarrikRider Account). In such case, the indicated legal person is considered to be the provider of Dispatch Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Dispatch Services. Such natural person may use the account of the Rider only if he/she has read and agreed to be bound by these General Terms and any further documentation that is part of the Agreement. **THE LEGAL PERSON IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE DISPATCH SERVICES UNDER STARRIK ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE RIDER.**

2.6. Registering StarrikRider Account as a fleet company. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

2.7 You agree to engage us privately in peaceful dialogue through one-on-one meeting, phone call, email, written letter, SMS, or such other means of communication, with due

acknowledgement of the receipt of your complaints by us, in situations you feel we have breached our service agreement or offer substandard service, without contradiction to any part of these General Terms and conditions. However, you may proceed with legal actions if you are not satisfied with the outcome or result of such peaceful dialogue. But taking any legal action against the company without first engaging the company in a peaceful conversation renders your legal action inconsistent with our general terms and conditions and we have the right to request that you fully indemnify us of all expenses and liabilities from your legal action and may proceed further to charge for what we may tag as “Legal or Corporate Defamation” against Starrik, especially in situation we would have admitted our shortcomings if peacefully engaged.

3. RIGHT TO USE STARRIKAPP AND STARRIKRIDER ACCOUNT

3.1. License to use the Starrik App and the StarrikRider Account: Subject to your compliance with the Agreement, we hereby grant you license to use the Starrik App and the StarrikRider Account. The license does not grant you the right to sublicense or transfer any rights to the third persons. Regardless of the above and if so agreed separately, fleet companies may sub-license the Starrik App and the StarrikRider Account to the members of its fleet at their absolute responsibility of the actions and inactions of such member(s).

3.2. In the course of using the Starrik App and/or StarrikRider Account you may not:

3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Starrik App, the StarrikRider Account or other software of Starrik;

3.2.2. modify the Starrik App or the StarrikRider Account in any manner or form or to use modified versions of the Starrik App or StarrikRider Account;

3.2.3. transmit files that contain viruses, corrupted files, or any other malicious programs that may damage or adversely affect the operations on Starrik Platform;

3.2.4. attempt to gain unauthorized access to the Starrik App, StarrikRider Account or any other Starrik Services.

3.3. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement, you must immediately stop using the Starrik App and the StarrikRider Account and we are entitled to block and delete Rider account without a prior notice.

3.4. Using tags and labels of Starrik. Additionally, we may give you tags, labels, stickers or other signs that refer to Starrik brand or otherwise indicate you are using the Starrik Platform. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating you are providing Dispatch Services via the Starrik Platform. After termination of the Agreement, you must immediately remove and discard any signs that refer to Starrik brand.

3.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Starrik and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Starrik Platform or any other Starrik Services you do not acquire any rights of ownership to any intellectual property.

4. PROVIDING THE DISPATCH SERVICES

4.1. The Rider's Obligations. You hereby guarantee to provide Dispatch Services in accordance with the General Terms, Agreement as well as laws and regulations applicable in the state where you are providing Dispatch Services. Please note that you are fully liable for any violation of any local laws and regulations as may arise from providing Dispatch Services.

4.2. You must have all licenses (including a valid Driver's license), permits, vehicle insurance, liability insurance (if applicable), registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Dispatch Services. It is your obligation to maintain the validity of all aforementioned documentations. Starrik reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications.

4.3. You must provide the Dispatch Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavour to perform the Customer's request in the best interest of the Customer. Among else, you:

(i) must take the route least costly for the Customer, unless the Customer explicitly requests otherwise;

(ii) may not make any unauthorised stops;

(iii) may not carry any other package in the vehicle other than the packages or packages permitted by the customer; and

(iv) must adhere to any applicable traffic acts and regulations, i.e must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving.

(v) will **NOT** surcharge or request any additional or illegal charges from the customer, other than as displayed on the Starrik platform for the respective order. This is a very punishable offence. If caught or reported by the customer, you may be prosecuted or asked to pay a fine Fifteen thousand Naira (NGN 15,000.00), and if repeatedly done, you may cease the right to use Starrik platform and own a rider account. However, in situations or occasions you examine, evaluate and analyze that the charges are below what is fair for both you and the customer, you can write to us or draw our attention to it, stating the amount you deem fair enough. Nevertheless, the request will be subject to our own examination, evaluation and analysis.

4.4. You retain the sole right to determine when you are providing the Dispatch Services. You shall accept, decline or ignore Dispatch Services requests made by Customers at your own choosing.

4.5. Costs you incur while providing the Dispatch Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the Dispatch Services at your own expense, including a vehicle, smartphone, etc. You are also responsible for paying all costs you incur in the course of performing the Dispatch Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Starrik App may bring about consumption of large amount of data on your mobile data plan. Thus, we suggest you to subscribe for a data plan with unlimited or very high data usage capacity.

4.6. Fares. You are entitled to charge a fare for each instance you have accepted a Customer on the Starrik Platform and completed the Dispatch Service as requested (i.e. Fare). The Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific delivery. The default base fare may fluctuate based on the local market situation. In markets with In-app payment, you may negotiate the Fare by sending us a pertinent request that has been either signed digitally or by hand (in reference to 4.3 v above). Additionally, you shall always have the right to charge the Customer less than the Fare indicated by the Starrik App. However, charging the Customer less than the Starrik App indicates, does not decrease the Starrik Fee.

4.7. Upfront Fare. A Customer may be offered to use an order option that allows the Customer to agree to a fixed Fare for a given instance of Dispatch Service provided by you (i.e Upfront Fare). Upfront Fare is communicated via the Starrik App to a Customer before the order is requested, and to you when the order is accepted or at the end of the order. The Fare calculated in accordance with section 4.6 shall be applied instead of Upfront Fare if the Customer changes the destination during the order, the order takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the order materially (e.g a route is used where tolls apply).

4.8. In markets with In-app payment, if you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, you must submit a petition in the section “Fare Review” of the Starrik App or write to us via email or such other means. If a petition in the section “Fare Review” of the Starrik App has not been submitted, then Starrik shall not recalculate the Fare or reimburse you for an error made in the calculation of the Fare. This option is not applicable in markets with only cash payment.

4.9. Starrik may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Starrik App after the Dispatch Services have been completed) or in case of a technical error affecting the final fare is identified. Starrik may also reduce or cancel the fare in case we have reasonable cause to suspect a fraud or a complaint by the Customer indicates a violation by you. Starrik will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

4.10. Customer may have the option to pay the fare for the Dispatch Services either directly to you or via the In-app Payment, in markets where this option is available, as described in section 6 of these General Terms. In case the Customer pays the Fare directly, it is your obligation to collect the Fare. In case the Customer fails or refuses to pay, Starrik will send a notice of debt to the Customer on behalf of you. Such authorisation derives from the mandate of paying agent given to Starrik and does not entail that Starrik has an obligation to compensate the Fare not paid by the Customer. If the recipient of the package does not agree to pay the Fare for the provision of Dispatch Service, where there is such understanding or agreement, the Fare will be paid by the Customer who has ordered the provision of Dispatch Service. If Customer justifiably refuses to pay the Fare on the account that your information stated in the Starrik App is incorrect, then Starrik will not reimburse you for such expenses.

4.11 Tips. In some markets Customer may be given the option to tip you after a successful provision of Dispatch Services. The Customer can Tip you only by means authorised by Starrik for Tipping. The Tip will not affect the amount of Starrik Fees and Starrik will not collect a commission on the Tip paid by the Customer. You are obliged to fully comply with any tax obligations arising from the Tipping. We may limit the maximum value of a Tip at our sole discretion.

4.12. Receipts. After each successful provision of Dispatch Services, Starrik shall create and forward a receipt to the Customer consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Rider, a photo of the Rider, service license number (if applicable), the registration number of the vehicle, the date, the time, the start and end locations, the duration and length, the Fare and the FareTip paid for the provision of the Dispatch Services. The receipt of each provision of Dispatch Services is available to you via the StarrikRider Account.

4.13. Cancellation fee & wait time fee. Customer may cancel a request for Dispatch Services that a Rider has accepted via the Starrik App. In some markets, Rider may be entitled to the Fare for cancelled Dispatch Services (Cancellation Fee) in the event that a customer cancels accepted request for Dispatch Services after certain time period determined by Starrik App.

4.14. If, in the course of the provision of the Dispatch Services, a Customer or its co-Customers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you shall have the right to request the Customer to pay a penalty up to NGN20,000.00 and request compensation for any damages exceeding the penalty. If the Customer does not consent to paying the penalty and/or compensating the damage, you must notify us and we will then try to collect penalty and/or relevant costs on your behalf from the Customer. However, bear in mind that we are not be taking any liability for direct or indirect damages in relation to repairing or maintenance of the vehicle caused by Customer.

4.15. Your tax obligations. You hereby acknowledge that you are obliged to fully comply with all tax obligations that arise to you from the applicable laws in relation to providing the Dispatch Services, including (i) paying income tax, social security tax or any other tax applicable; and (ii) fulfilling all employee and tax registration obligations for calculations in regard to accounting

and transfers to applicable State authorities as required by the applicable law. In case the Tax authority will submit a valid application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Dispatch Services. You hereby agree to compensate Starrik all state fees, claims, payments, fines or other tax obligations that Starrik will incur in connection with the obligations arising from applicable tax regulations not having been met by you (including paying the income tax and social tax).

4.16. The Rider's authorisation to issue invoices. Starrik has a right to issue an invoice on your behalf to the Customer in order to compensate you any Fares, contractual penalties or other fees that Starrik mediates to you. In markets where Starrik issues invoices, the invoice will be made available to you via the StarrikRider Account.

5. STARRIK FEES

5.1. In order to use the Starrik Services, you are obliged to pay a fee (i.e. the Starrik Fee). The Starrik Fee is paid based on the Fare of each Dispatch Service order that you have completed. The amount of the Starrik Fee is made available to you via e-mail, Starrik App, StarrikRider Account or other pertinent means. Please acknowledge that the Starrik Fee may change from time to time. We shall send you a prior notification of each such change.

5.2. You must pay the Starrik Fee and any other fees due to us for the previous month at latest by the 15th date of the following month. Upon delay with payment of the Starrik Fee, you shall be obliged to pay a penalty of late payment in the amount of 0.5% (zero-pointfive percent) of the unpaid amount per day. You are obliged to cover all costs incurred by us, which are related to debt collection activities.

6. IN-APP PAYMENTS

6.1. We may enable Customers to pay for the Dispatch Service via cards, carrier billing and other payment methods (Starrik Business etc) directly in the Starrik App (i.e. In-app Payment). You hereby authorise us as your commercial agent to receive the Fares or other fees paid by the Customer via In-app Payment and to forward relevant funds to you. Any payment obligation made by the Customer via the In-app Payment shall be considered fulfilled as of the time that the payment has been made.

6.2. You may not refuse payment by the Customer via the In-app Payment, or influence the Customer against the use of the In-app Payment. In case you refuse to accept an In-app Payment without just cause, we shall be entitled to charge you a contractual penalty in the amount of NGN5,000.00 for every refusal and/or block your right to use the Starrik Services in case of repetitive behaviour.

6.3. Starrik reserves the right to distribute promo code to Riders at our discretion on a per promotional basis. You are required to accept the use of promo code only when the Rider applies the code in-app to a trip using card payment. Promo codes may not be applied to cash paid

deliveries. If the use of promo codes is suspected as being fraudulent, illegal, used by a Rider in conflict with our Terms and Conditions relating to promo code use, then the promo code may be canceled and the outstanding amount will not be reimbursed by Starrik to the Rider.

6.4 If the option is available and the Customer chooses to Tip you directly in the Starrik App, the Tip will be collected by Starrik on your behalf together with the Fares and other fees paid by the Customer via the In-app Payment. If the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Rider in conflict with our Terms and Conditions and, then the Tip can be withheld by Starrik.

6.5. You are entitled to review In-app Payment reports in the StarrikRider Account or App. The reports will show the amounts of the In-app Payments brokered in the previous week as well as the withheld amounts of the Starrik Fee. You must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-app Payment.

6.6. We are not obliged to pay you the Fare due from the Customer if the In-app Payment failed because Customer's credit card or other payment is cancelled or is unsuccessful for other reasons. In such case we will help you in requesting the Fare due from the Customer and shall transmit it to you once the Customer has made the requested payment.

6.7. Before providing Dispatch Services, you must verify that the service is being actually provided to the right Customer or the Customer has expressly confirmed he/she allows other Customers to order under Customer's account. If you make a mistake in identifying the Customer, and the In-app Payment is charged to a person, who has not been provided or has not approved the Dispatch Services for other Customers, then we shall reimburse the person for the Fare. In such case you are not entitled to receive the Fare from us. Additionally, for every wrongfully applied In-app Payment, we shall be entitled to charge you a contractual penalty up to NGN2,500.00

6.8. Please note that we will set off any Fares or Tip paid via In-app Payment against the amounts that you are obliged to pay to us (i.e. Starrik Fees and contractual penalties). We reserve the right to fulfil any of your financial liabilities to any Starrik group affiliate, in which case we will acquire the right to submit a claim against you. We may set off any of your financial liabilities against financial liabilities that you may have against us.

6.9. If we are not able to pay the Fees or Tip to you due to you not including your bank account details in your Rider's account or if the bank account details have been noted incorrectly, then we will hold such payments for 60 days. If you do not notify us of the correct bank account details within 60 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare or Tip not transferred to you shall expire.

7. CUSTOMER SUPPORT

We provide the Riders customer support regarding the use of the Starrik Services. We have the right to stop providing the customer support services in case you are in delay with any of the payments for more than 5 (five) calendar days.

8. RATINGS AND ACTIVITY

8.1. In order to guarantee high-quality service and provide additional reassurance to Customers, you hereby acknowledge that the Customers may provide you a rating and leave feedback regarding the quality of the Dispatch Services that you have provided. Your average rating will be linked to your Rider's account and will be available to Customers at Starrik App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating.

8.2. In addition to the rating, we measure your level of activity and provide you with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Dispatch Service requests.

8.3. In order to provide reliable services to Customers, we may determine a minimum average rating and a minimum activity score that Riders must establish and maintain. If, after a pertinent notification from us, you do not increase your average rating or activity score to minimum level within the prescribed time period, your Rider's account will be automatically suspended either temporarily or permanently. We may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

9. MARKET OVERVIEWS AND CAMPAIGNS

9.1. Market overviews. We may send you, via the Starrik App, StarrikRider Account, SMS, e-mail or other means, market overviews, in order to increase your awareness regarding when the demand by the Customers is highest. Such market overviews are merely recommendatory and do not constitute any obligations for you. As the market overview estimations are based on previous statistics, we cannot give any guarantees that the actual market situation will correspond to the estimations provided in the market overview.

9.2. Campaigns promising minimum income. We may also provide campaigns, whereby we will guarantee a minimum income if you provide Dispatch Services within a specified timeframe. If the specified minimum is not reached by you, we shall compensate the gap. The specific requirements and conditions will be sent via the Starrik App, StarrikRider Account, SMS, e-mail or other means. We have full discretion in deciding if, when and to which Riders we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by you, we may withhold your Fare until the suspicion of fraud has been cleared.

9.3. Campaigns for Customers. We may also occasionally arrange various campaigns to Customers in order to promote the Starrik Platform. If the Fare paid by the Customers is reduced as part of such campaign, we shall pay you compensation, amounting to the monetary value of the benefit offered to the Customers. We may set off the marketing compensation against the Starrik Fee.

10. RELATIONSHIP BETWEEN YOU, US AND THE CUSTOMERS

10.1. You hereby acknowledge and agree that we provide an information society service and do not provide Dispatch Services. By providing the Starrik Platform and Starrik Services, we act as marketplace connecting Customers with Riders to help them move packages around cities more efficiently. You acknowledge that you are providing the Dispatch Services on the basis of a contract for carriage of goods and packages and that you provide the Dispatch Services either independently or via a company as an economic and professional activity. Starrik, as the operator of Starrik App acts as the commercial agent of the Riders for the mediation of conclusion of contracts between the Rider and the Customer, and thus, among other things, accepts payments from the Customers and forwards the payments to the Rider.

10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You may not act as an employee, agent or representative of us nor bind any contract on behalf of us. If due to the implication of mandatory laws or otherwise, you shall be deemed an employee of us, you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship.

10.3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

11.1. Your personal data will be processed in accordance with the Privacy Notice, available at our relevant platform.

11.2. Starrik has access to all personal data and other data provided or generated in connection with your use of the Starrik Services. Starrik shall take all reasonable steps to ensure confidentiality of such data and comply with all applicable Privacy Policies and laws whenever such data contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, Starrik maintains access to such data also after the Agreement between you and Starrik is terminated.

11.3. You have access to personal and other data provided by you or generated in connection with your use of the Starrik Services to the extent that is made available to you under your StarrikRider Account through Starrik App. You shall take all reasonable steps to ensure confidentiality of such data and comply with applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Customers.

12. LIABILITY

12.1. The Starrik Platform is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to Starrik Platform will be uninterrupted or error free. As the usage of Starrik Platform for requesting Dispatch services depends on the behavior of Customers, we do not guarantee that your usage of the Starrik Platform will result in any Dispatch Service requests.

12.2. To the maximum extent permitted under the applicable law, we, nor Starrik's representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Starrik Services, including but not limited to: 12.2.1. any direct or indirect property damage or monetary loss; 12.2.2. loss of profit or anticipated savings; 12.2.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business; 12.2.4. loss or inaccuracy of data; and 12.2.5. any other type of loss or damage.

12.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to NGN50,000. You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement.

12.4. We shall not be liable for the actions or non-actions of the Customer or co-Customers and shall not be liable for any loss or damage that may incur to you or your vehicle as a result of actions or non-actions of the Customer or co-Customers.

12.5. You shall be fully liable for breach of the General Terms, Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may incur in connection with your breach of the General Terms, Agreement and laws and regulations. If Customer presents any claims against us in connection with your provision of Dispatch Services, then you shall compensate such damage to us in full within 7 (seven) days as of your receipt of the respective request from us. In case we are entitled to present any claims against you, then you shall compensate us any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

13. TERM, SUSPENSION AND TERMINATION

13.1. The conditions expressly specified in these General Terms shall enter into force as of the submitting of the signup application. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue providing Dispatch Services on Starrik Platform.

13.2. You may terminate the Agreement at any time by notifying Starrik at least 21 (twenty-one) days in advance, after which your right to use the Starrik Platform and Starrik Services shall terminate. Starrik may terminate the Agreement at any time and for any reason at the sole discretion of us by notifying you at least 3 (three) days in advance.

13.3. Starrik is entitled to immediately terminate the Agreement and block your access to the Starrik Platform without giving any advance notice in case you breach the General Terms or Agreement, any applicable laws or regulations, disparage Starrik, or cause harm to Starrik's brand, reputation or business as determined by Starrik in our sole discretion. In the aforementioned cases we may, at own our discretion, prohibit you from registering a new Rider account.

13.4. We may also immediately suspend (block) your access to the Starrik Platform and to the StarrikRider Account for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions.

13.5. We are aiming to provide the highest quality service to all Customers; therefore, we are monitoring the activity of Riders on Starrik Platform. If you fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to immediately terminate the Agreement without giving any advance notice.

14. AMENDMENTS

14.1. Starrik reserves the right to amend these General Terms anytime by uploading the revised version on its website and notifying you (e.g. via e-mail, Starrik App or StarrikRider Account) whenever, in the reasonable opinion of Starrik, such amendments are material.

14.2. Starrik shall provide at least 15 days advance notice (e.g. via e-mail, Starrik App or StarrikRider Account) about the amendments, unless; 14.2.1. Starrik is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period; 14.2.2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Starrik Services, Customers or Riders from fraud, malware, spam or data breaches; 14.2.3. you have elected to waive the advance notice period (e.g. you continue to use Starrik Services after receipt of the notice of amendment); or 14.2.4. in the reasonable opinion of Starrik, amendments are beneficial for the Riders and do not require technical adjustments from them.

14.3. If you do not agree to the amendments of the General Terms or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the Starrik Services and providing termination notice to Starrik. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Starrik Services on or after the effective date of the amendment constitutes your consent to be bound by the General Terms or Agreement, as amended.

15. APPLICABLE LAW AND COURT JURISDICTION

15.1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of the federal Republic of Nigeria. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved in the Supreme Court of Nigeria.

16. NOTICES

16.1. You are obliged to immediately notify us of any changes to your contact information.

16.2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if: 16.2.1. delivered personally, 16.2.2. sent by courier with proof of delivery, 16.2.3. sent by registered mail, 16.2.4. sent by e-mail or 16.2.5. made available via the Starrik App or StarrikRider Account.

16.3 Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received: 16.3.1. if delivered personally, at the time of delivery to the party; 16.3.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; 16.3.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; 16.3.4. if made available via the Starrik App or StarrikRider Account, or 16.3.5. if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

17. FINAL PROVISIONS

If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

DATE OF ENTRY INTO FORCE AND EFFECTIVENESS OF THESE GENERAL TERMS AND CONDITIONS IS 1st MAY, 2024.