

DRIVER TERMS OF SERVICE AGREEMENT

This DRIVER TERMS OF SERVICE AGREEMENT ("Agreement") is entered into between Lifa Holdings Limited, a company duly registered under the laws of Malawi with registration number _____ [Insert CRN] and having its registered office at _____ Address ("Lifa", "Company", "we", "us", "our") and you ("Driver", "you", "your").

By clicking "I AGREE" or by accessing, registering for, or using the Lifa Driver Application ("App") and related services ("Services"), you agree to be bound by this Agreement. If you do not agree to all terms, DO NOT ACCESS OR USE THE APP.

1. DEFINITIONS

- "App" means the Lifa Driver mobile application and associated web platforms.
- "Services" means the technology platform connecting Drivers with users seeking transportation, delivery, or related services.
- "Trip" means a single instance of service provision booked through the App.
- "Fare" means the amount payable by the user for a Trip, from which Lifa's commission is deducted.
- "Driver Wallet" means the electronic payment account within the App holding your earnings.

2. ELIGIBILITY & REGISTRATION

2.1 You must:

- Be at least 25 years old.
- Possess a valid Malawian driver's license for the vehicle class you operate.
- Have a valid PSV (Public Service Vehicle) license if required by law.
- Own or have legal right to operate a vehicle meeting Lifa's standards (see Schedule 1).

- Have valid third-party insurance with minimum coverage of MK50,000,000.
- Pass a background check (criminal record, driving history).
- Complete Lifa's orientation/training.

2.2 You must provide accurate registration information and promptly update any changes.

2.3 Lifa may, at its sole discretion, refuse or deactivate your account for any lawful reason.

3. NATURE OF RELATIONSHIP

3.1 Independent Contractor: You are an independent contractor, NOT an employee, agent, or partner of Lifa. This Agreement creates a principal-to-principal relationship.

3.2 Your Responsibilities:

- You control when you log into the App and accept Trip requests.
- You are solely responsible for all costs of operating your vehicle (fuel, maintenance, insurance, taxes).
- You are responsible for paying all applicable taxes (income tax, VAT if applicable) to the Malawi Revenue Authority (MRA).
- You may work for other companies, including competitors.
- You are not entitled to employee benefits (pension, leave, medical aid) from Lifa.

3.3 Our Responsibilities: Lifa provides the technology platform to connect you with users. We do not:

- Direct or control how you perform Trips.
- Guarantee a minimum number of Trip requests or earnings.

- Provide vehicles, insurance, or tools (except the App).

4. OPERATIONAL REQUIREMENTS

4.1 Vehicle Standards: Your vehicle must at all times meet the specifications in Schedule 1 (clean, roadworthy, model year within last 8 years, no visible damage).

4.2 Conduct & Appearance: You must:

- Maintain professional conduct with users.
- Wear neat, presentable attire.
- Not smoke, chew gum, or use profanity during Trips.
- Not operate the App while driving (use hands-free mount).

4.3 Safety & Compliance: You must:

- Obey all traffic laws and regulations.
- Never drive under the influence of alcohol or drugs.
- Ensure passengers wear seatbelts.
- Report any accidents or incidents to Lifa within 2 hours.

5. FEES, PAYMENTS & COMMISSION

5.1 Fare Structure: Fares are calculated by the App based on distance, time, and dynamic pricing. You accept the fare shown before starting a Trip.

5.2 Commission: Lifa deducts a commission of 25% of the Fare for each Trip ("Service Fee") but we are currently operating on promotional rates. By using the app, you agree that Lifa is entitled to charge a commission on each completed transaction facilitated through our platform. It is calculated as a percentage of the total transaction(excluding applicable taxes).

The commission rates are as follows:

- Ride services: 15% per ride.
- Package Pickup/Delivery Services: 15% per delivery.

5.3 Changes to Commission. The above stated rates are promotional and Lifa reserves the right to modify all commission rates or introduce new fees upon prior notice to you through the app. Continued use of the app after such notice constitutes acceptance of the revised prices.

5.4 Driver Wallet: Your earnings (Fare minus Commission) are credited to your Driver Wallet after each completed Trip. You may request withdrawal to your registered bank account or mobile money wallet every Tuesday and Friday. A withdrawal fee of MK500 applies per transaction.

5.5 Cancellations:

- If you cancel after accepting a Trip more than twice per day, you may be temporarily suspended.
- If a user cancels within 5 minutes of booking, they pay a MK2,000 cancellation fee, of which you receive 50%.

5.6 Promotions & Incentives: Lifa may offer bonuses or incentives at its discretion. These are not guaranteed and may be withdrawn.

6. INSURANCE & LIABILITY

6.1 Your Insurance: You must maintain valid third-party motor insurance with minimum coverage of MK50,000,000 at all times. You must provide proof of insurance upon request.

6.2 Accidents: You are solely responsible for any damage to your vehicle, users' property, or third parties during a Trip. Lifa is not liable for any claims arising from accidents.

6.3 Indemnity: You agree to indemnify and hold harmless Lifa, its directors, and employees from any claims, losses, or damages arising from your use of the App, breach of this Agreement, or negligence.

7. DATA PROTECTION & PRIVACY

7.1 You consent to Lifa collecting, processing, and storing your personal data per the Malawi Data Protection Act (2024) and our Privacy Policy.

7.2 The App collects location data during Trips for safety and tracking purposes.

7.3 You must protect user data and not disclose any personal information obtained during Trips.

8. INTELLECTUAL PROPERTY

The App, Lifa logo, and all related software are owned by Lifa. You are granted a limited, non-exclusive license to use the App solely to provide Services under this Agreement.

9. TERMINATION

9.1 By You: You may terminate this Agreement at any time by giving 7 days' written notice and settling all outstanding balances.

9.2 By Lifa: Lifa may suspend or terminate your access immediately if you:

- Breach this Agreement.
- Have poor user ratings (below 3.5 stars consistently).
- Are involved in criminal activity.
- Provide false information.
- Violate traffic laws repeatedly.

9.3 Upon termination, you must uninstall the App and cease using Lifa branding.

10. DISPUTE RESOLUTION & GOVERNING LAW

10.1 Governing Law: This Agreement is governed by the laws of Malawi.

10.2 Dispute Resolution: Any dispute shall first be attempted to be resolved amicably. If unresolved within 30 days, it shall be referred to mediation in Blantyre. If mediation fails, either party may pursue legal action in the courts of Malawi.

10.3 Class Action Waiver: You waive any right to participate in class actions against Lifa.

11. GENERAL

11.1 Entire Agreement: This Agreement, together with the Privacy Policy and Schedules, constitutes the entire agreement.

11.2 Amendments: Lifa may amend this Agreement with 14 days' notice via the App. Continued use constitutes acceptance.

11.3 Force Majeure: Lifa is not liable for delays due to events beyond its control (e.g., strikes, network failures, government actions).

11.4 Notices: Notices to you will be sent via in-App notification or SMS. Notices to Lifa must be in writing to [Insert Address].

SCHEDULE 1: VEHICLE REQUIREMENTS

- Age: Not older than 8 years from model year.
- Condition: No major dents, scratches, or broken parts. Clean interior and exterior.
- Safety: Functional seatbelts for all passengers, working airbags, spare tire, first aid kit.
- Documentation: Valid roadworthiness certificate, insurance, and registration.
- Branding: Must display Lifa decals (provided by Lifa) when on duty.

BY CLICKING "I AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOU CONFIRM YOU ARE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF LIFA HOLDINGS LIMITED.

Lifa Holdings Limited

[Company Registration Number]

[Address]

[Date]

ATTACHMENT: DRIVER DECLARATION

I, _____, (Full Name) confirm that:

1. I have read and understood this Agreement.
2. I am an independent contractor.
3. I am responsible for my own taxes and insurance.
4. I meet all vehicle and license requirements.
5. I will comply with all Malawian laws while using the App.

Signature: _____

Date: _____

Driver ID: _____