

GOGOVAN Door-to-Door Saliva Specimen Pick-up Services

Terms and Conditions

Last updated: 2 April 2020

These Terms (as defined below) apply to your use of the Platform (as defined below), as well as to all information and/or Services (defined below) provided to you by means of your use of the Platform.

The Platform is powered and provided by GoGo Tech Limited together with its Local Operating Affiliate (as defined below) and its affiliated and associated corporations (collectively, “we”, “us” or “our”).

Please review these Terms carefully. By using the Platform and/or the Services, you acknowledge that (a) you represent you are of legal age in the Region, otherwise you have consent from your parent or guardian, and (b) you have read, understand and agree to be bound by these Terms and our Privacy Policy (as defined below), which together form an agreement that is effective as if you had signed it.

If you do not agree with these Terms and/or our Privacy Policy, please do not install the App (as defined below), delete installed App when applicable and do not use the Platform and/or the Services.

1. Definitions and Interpretation

(a) In these Terms, the following definitions and rules of interpretation apply unless otherwise defined or the context requires otherwise:

“**Advertisement**” means any promotion messages and information that may appear on your computer, mobile device or otherwise during the operation of the Platform, and “**Advertisements**” shall be construed accordingly;

“**Alternate Country**” has the meaning given in clause 10;

“**Covid-19**” means the coronavirus disease outbreak beginning on or about December 2019;

“**Customers**” means any and all persons who request(s) for or otherwise acquire services from the Participating Providers through the use of the Platform. “**Customer**”, “**You**” and “**Your**” shall be construed accordingly;

“**Government Instructions**” means the instructions issued by the Government of Hong Kong from time to time in relation to the Specimen Collections;

“**Local Operating Affiliate**” means the local operating affiliate operating in the Region;

“**Max Liability Amount**” means USD140 (or equivalent);

“**Participating Providers**” means the persons, drivers or vehicle operators whose services are offered and may be requested through the use of the Platform, and “**Participating Provider**” shall be construed accordingly;

“**Platform**” means the Website and other related online and offline platform(s) supplied by us to any Customer(s) and/or Participating Provider(s) through which they may obtain the Services;

“**Privacy Policy**” has the meaning ascribed to it in clause 11;

“**Region**” means the region in which you access, or use the Platform and/or Services;

“**Relevant Laws**” means any and all applicable laws and regulations in the Region from time to time relevant to your use of the Platform and/or the Services;

“**Services**” means any and all goods and services provided by us to any Customer(s) and/or Participating Provider(s) by means of their respective use of the Platform (including but not limited to the services described in clause 3 and any schedules (if any) thereto);

“**Specimen Collections**” means the collection of deep throat saliva specimens contained in a testing kits as a result of the outbreak of Covid-19;

“**Terms**” means these terms and conditions, which may be amended and supplemented by us from time to time in accordance with clause 10; and

“**Website**” means <https://www.gogovan.com.hk/covid-19-testing/>

- (b) Headings are for convenience only and do not affect interpretation. The singular includes the plural and the masculine shall include the feminine and neuter and vice versa. Mentioning anything after *includes, including, for example*, or similar expression, does not limit what else might be included.
- (c) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

2. License of the Platform

- (a) Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable and non-transferable licence and access and/or use of the Platform on your computer and/or mobile device or otherwise.
- (b) Your use of the Platform grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trademarks, logos, graphics, photographs, animations, videos and text or rights in and to the Platform) or the intellectual property rights of our retail or advertising partners, other than the non-exclusive and non-transferable personal right to use and receive the Services in accordance with these Terms.
- (c) You must not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Platform in any way; (ii) modify or make derivative works based upon the Services or the Platform; (iii) create Internet “links” to the Platform or “frame” or “mirror” any other server or wireless or Internet-based device; (iv) reverse engineer or access the Platform in order to (1) design or build a competitive product or service, (2) design or build a product using similar ideas, features, functions, graphics or other intellectual property products of the Services or the Platform, or (3) copy any ideas, features, functions, graphics or other intellectual property products of the Services or the Platform; or (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 burden or hinder the operation and/or performance of the Services or the Platform.

3. Services

- (a) We offer a technology platform to provide information and a means for you to obtain services from Participating Providers through the use of the Platform. The Platform allows you to send a request(s) for services (together with information in relation to such request) to Participating Providers and each relevant Participating Provider has the sole discretion to accept or reject each such request. If a Participating Provider accepts a request, the Platform will notify you and provide you with information about the Participating Provider such as the name, contact number, rating, details of registered vehicle (as applicable).
- (b) You acknowledge and agree that we act only as an intermediary between you and the Participating Provider(s) and we are not your agent or the agent of the Participating Provider(s). We are not a transportation carrier and do not provide transportation services. We are not responsible for the behaviour, negligence, conduct, actions or inactions on the part of the Participating Provider(s) whose services you may use (through the Platform or

otherwise). Any contract for the provision of services is between you and the Participating Provider(s) and not us. Other than providing settlement of payment arrangement services in accordance with clause 5, we have never been and shall never be a party to any agreement (to be) entered into between you and any Participating Provider(s). If there is any dispute in relation to the services provided then that dispute must be taken up by you with the relevant Participating Provider(s) directly.

- (c) Where applicable, you must keep secured and confidential and not disclose to any third party any username or password that we may provide to you in relation to access to the Platform and/or the Services. We shall assume that any person using your mobile device, your username and password is you or a person authorized by you.

4. Your use of the Platform and the Services

(a) You agree:

- (i) to provide us with all information as we may request for registration of an account on the Platform;
- (ii) to provide us with any proof of identity we may reasonably request;
- (iii) to settle all fees receivable or payable under completed orders and/or invoices issued by us;
- (iv) to treat Participating Providers introduced to you through the Platform with respect and not to cause damage to their vehicles or engage in any unlawful, threatening, harassing or abusive behaviour or activity whilst using their vehicles and/or the Services;
- (v) to treat member(s) of our staff (including but not limited to any person in our customer service team) with courtesy and not to exhibit threatening, harassing or abusive behaviour towards our staff under any circumstances;
- (vi) that you will not use the Platform and/or the Services to access or attempt to access the account(s) of other Customer(s) or to penetrate or attempt to penetrate any security measures; or to advertise or promote third party or your own product(s) and/or service(s);
- (vii) to warrant that all information and details provided by you to us (including through the Platform or otherwise) are true, accurate, complete and up-to-date in all respects and at all times;
- (viii) that you will not use the Platform and/or the Services: (i) for any unlawful purpose, including but not limited to, usage of the Platform and/or the Services for carriage of goods and/or passengers in contravention of the Relevant Laws; and (ii) in any way that interrupts, damages, impairs or renders the Platform or the Services less efficient;
- (ix) to comply with all Relevant Laws while using the Platform and/or the Services;
- (x) that you will not use the Platform and/or the Services to cause nuisance, annoyance or inconvenience;
- (xi) to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation; and
- (xii) to comply strictly with the Government Instructions and any and all such guidelines as made available on the Website in relation to the Specimen Collections; and

(xiii) to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms and/or Relevant Laws, whether or not referenced herein.

(b) We reserve the right to suspend, restrict or terminate your access to the Platform and/or the Services at any time without notice to you and any liability on our part if (i) we have reasonable grounds to believe you have breached any of these Terms or in our opinion you misuse or otherwise abuse the Platform or the Services; and/or (ii) you fail to settle all fees and/or our invoice(s). This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

5. Charges and Payment

You understand and agree that any and all fees receivable or payable under completed orders shall be settled via credit card payment or such other non-cash method as approved by us from time to time via us (and not directly between you and Participating Provider(s)). You irrevocably authorise and appoint us as your paying agent to pay such fees to the Participating Provider(s) on your behalf. Unless otherwise agreed by us in writing, any payment made under this clause 5 is non-refundable.

6. Promotions

We may from time to time offer promotions on the Platform. We reserve the right to amend, suspend, withdraw or terminate, whether in whole or part, any and all such promotions without prior notice and at our absolute discretion. Your continued use of the Services with the latest promotions, whether or not reviewed by you, shall constitute your consent and acceptance to such promotions. You understand that our promotional offers are calculated and proposed by our technical devices and our qualified personnel referring to the competitive market prices, which are in accordance with the Relevant Laws. Our promotional offers are for the purpose of your and the Participating Provider's better satisfaction only. For the avoidance of doubt, you agree that our promotional offers will not reflect or be construed in a way to suggest that we directly intervene, affect, arrange or otherwise control any transaction entered into by you and the Participating Providers through the Platform. If you do not agree with the promotional offers, please do not request a Service via the Platform with the promotional offers proposed by us being in force or you may discontinue your use of the Platform.

7. Links and Advertisements

The Platform may contain Advertisements and links to third party websites and payment channels. We shall not be responsible for the contents and accuracy of any Advertisement. Any links to third party websites and payment channels are provided solely for your convenience and not in any way as an endorsement by us of the contents on such third party websites and payment channels. If you access any linked third party websites, payment channel or Advertisement, you do so entirely at your own risk. We shall not be responsible for any transactions between you and any advertisers or third party websites and/or payment channel operators. You acknowledge and agree that we are not responsible, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with access to, use of reliance on any content available on or through any other site or resource.

8. Indemnification

By accepting these Terms and using the Platform and/or the Services, you agree that you shall defend, indemnify and hold us, our affiliates, our licensors, and each of our and their respective officers, directors, other users, 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 violation or breach of any term of these Terms or any Relevant Laws, whether or not referenced herein; (b) your violation of any rights of any third party, including the Participating Providers arranged via the Platform; or (c) your use or misuse of the Platform and/or the Services.

9. Disclaimers

- (a) The Platform is provided to you on an “as is” basis. We do not guarantee that the Platform is compatible with your computer or mobile device or that (the contents of) the Platform and our website are free of errors, defects, malware and viruses or that the Platform and our website are correct, up to date and accurate.
- (b) We do not warrant and accept no liability in connection with the availability of the Services, the availability of transport and logistics services from the Participating Providers through the use of the Services, the accuracy of the information or data provided as part of the Services or the quality, suitability and timeliness of the services of the Participating Providers.
- (c) Any quoted pick-up or journey times are best estimates only and we shall have no liability if a pick-up or journey time exceeds any estimate given or otherwise exceeds your expectations for whatever reason nor shall we have any other liability to you in connection with the time at which you and/or the goods to be transported by any Participating Provider reach or fail to reach the destination.
- (d) It shall be your sole responsibility to ensure that your valuable, unusual or any other items are covered by appropriate insurance. In case of lost items inside the vehicles of Participating Providers during the journey, we will use reasonable endeavours to liaise with the relevant Participating Provider to locate such items. Unless otherwise agreed by us in writing, we shall not be responsible or liable for the loss of, or damage to, any such items.
- (e) We do not warrant and accept no liability in connection with the goods transferred and/or delivered through the use of the Platform. Any claim arising from damage to such property must be handled by and between the Participating Provider and the relevant Customer unless otherwise agreed by us in writing.
- (f) It shall be your sole responsibility to ensure that your use of the Platform and/or the Services is in compliance with the Relevant Laws. Any use of the Platform and/or the Services which is not in compliance with the Relevant Laws shall not be construed to be authorized, agreed, permitted, solicited or otherwise endorsed by us. We disclaim all liabilities arising from or relating to your use of the Platform and/or the Services which is not in compliance with the Relevant Laws.
- (g) The use of the Platform and/or the Services is at your sole risk. To the fullest extent permitted by applicable law, we shall not be liable under any circumstances for any damages and/or losses resulting from or in connection with the use of or inability to use the Platform and/or the Services (including but not limited to any consequential, indirect or incidental damages or any loss of profit or damages to your computer or mobile device). Without prejudice to the foregoing and insofar as permitted under applicable law, our aggregate liability shall in no event exceed the Max Liability Amount or an amount recoverable by us pursuant to the insurance policies maintained by us (if any).

10. Modification of Terms and the Services

We may, at our sole discretion, from time to time amend or otherwise modify or replace any of these Terms, as we deems fit, or change, suspend or discontinue the Platform and/or the Services (including but not limited to the availability of any feature or content) by sending you notice through the Platform or by posting a notice on our Website, which shall be effective and binding on you upon notice or posting. We may also impose limits on certain features and services or restrict your access to part or all of the Services without notice or liability. You acknowledge and agree that it shall be your responsibility to review the Terms regularly and also the Terms applicable to any country where you use the Service which may differ from the country where you registered for the Platform (the “**Alternate Country**”) whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. You further agree that usage of the Services in the Alternate Country shall be subject to the Terms prevailing for the Alternate Country.

11. Personal data and privacy

The collection, use, storage, processing and transfer of your personal data are generally subject to our Privacy Policy, the latest version of which is at our Website. Our Privacy Policy, as may be amended and updated from time to time as it deems fit at our sole discretion, is incorporated by reference into these Terms. You acknowledge and agree that it shall be your responsibility to review the Privacy Policy regularly and also the Privacy Policy applicable to the Alternate Country whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. You further agree that usage of the Services in the Alternate Country shall be subject to the Privacy Policy prevailing for the Alternate Country.

12. Miscellaneous

- (a) **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms to any person without our prior written approval. We may assign and transfer any of our rights and obligations under these Terms to any party and notify to you of such assignment or transfer. We warrant that your rights under these Terms shall be maintained by the assignee. You have the right to unilaterally terminate to use the Platform if you do not agree with the assignment. By continuing using the Platform, you will be considered to agree the assignment.
- (b) **Notices.** We may give notice by means of a general notice on the Platform, or by electronic mail to your email address on our record or by written communication sent by regular mail to your address on our record.
- (c) **Severability.** If any provision under these Terms is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected by it and shall continue to apply.
- (d) **Language.** The original text of these Terms is in English. In the event of any inconsistency between the English text and any foreign language translation, the English text shall prevail.

13. Written agreement shall supersede these Terms

These Terms are generally applicable to your use of the Platform and/or the Services. However, in the circumstances where we have entered into a written agreement with you or otherwise agreed such terms with you in writing, then in the event of discrepancies, terms in such written agreement or otherwise agreed in writing shall prevail when seeking to resolve any such discrepancy.

14. Governing law

These Terms shall be governed by and construed in accordance with the laws of the Region.