

Terms & Conditions of Comfort Delivery – CUSTOMERS (MERCHANTS)

Terms & Conditions

ComfortDelivery is a technology platform provided by Comfort Transportation Pte Ltd (Singapore UEN: 199303821R) ("**we**", "**us**" or "**our**") that brings together third-parties providing point-to-point delivery services ("**Delivery Providers**") with potential users of such services ("**you**", "**your**" or "**User**") through the use of our website (<https://comfortdelivery.cdgtaxi.com.sg>) ("**Website**"), or an application supplied by us and downloaded and installed by you on a mobile or tablet device ("**Application**") for Users to request for and obtain the point-to-point delivery services ("**Delivery Services**") from the Delivery Providers, and for Delivery Providers to accept such requests from the User ("**Service**").

The Delivery Provider has sole discretion to accept your request for the Delivery Services, and you likewise have sole discretion to accept a Delivery Provider's request to deliver your Delivery Items (as defined below). We do not provide Delivery Services, and nothing we do or provide shall be construed in any way as an act of a Delivery Provider. We are not responsible nor liable for the acts and/or omissions of any Delivery Provider and/or any Delivery Services provided to you.

These terms and conditions (the "**User Terms**" or "**Terms**") govern your use of our Website, the Service, the Application, and the Platform, as well as your relationship with us (the "Contract"), as well as to all information and/or services provided to you on or through the Platform. By registering for and/or using the Service and/or the Platform, you accept and agree to be bound by the Terms.

The Application, our website(s) and other related online and offline platform(s) supplied by us to you and/or Delivery Provider(s) through which they may obtain services from each other shall be known as the "**Platform**".

Please read these User Terms carefully as they affect your rights and obligations under the law. If you do not agree to the User Terms, please do not register for or use the Service and/or Platform.

1. LICENCE TO USE THE PLATFORM

1.1 The Platform is provided to you for your own use subject to the User Terms. By using and/or registering for the Platform and/or Services, you accept and agree to be bound by the User Terms.

1.2 Your use and access to the Platform and the Services is conditional upon you having registered as a user of the Platform and having been provided by us with an account.

1.3 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 right to use and receive the Services in accordance with these User Terms.

2. REGISTRATION

2.1. Your use and access to the Platform and the Services is conditional upon you having registered as a user of the Platform and having been provided by us with an account.

2.2 You must be 18 years old and over and must complete the registration process as a user of Platform in order to access the Platform and the Services.

2.3. You agree to: (i) to provide us with all information as we may request for registration of an account on the Platform; and (ii) to provide us with any proof of identity or any other documents, permits, licences or approvals we may reasonably request or require.

3. YOUR USE OF THE PLATFORM AND SERVICES

3.1. You warrant that you are either the owner or the authorised agent of the owner of the goods, items or parcels to be delivered to or by the Delivery Providers (the "**Delivery Items**"), and that you are authorised to accept and is accepting these User

Terms not only for yourself but also as agent for and on behalf of the owner of the Delivery Items.

3.2. It is your responsibility to package your Delivery Item for delivery appropriately. We will not accept liability for damage to inappropriately packed Delivery Items, or Delivery Items which contravenes these User Terms. Further, we will not accept Delivery Items which in the opinion of Delivery Providers are inappropriately packed, or disparate loose unpacked Items. Delivery Requests rejected on this basis will not be eligible for refund. You shall ensure that the Delivery Item is adequately packed so as to protect against damage to the Delivery Item during the course of delivery.

3.3. If a Delivery Item is fragile nature, that the Delivery Item shall be packed in a case or container of sufficient durability and strength and shall be encased in or surrounded by sufficient and suitable protective material inside that case or container such that the Delivery Item is guarded against damage that may result from any force, pressure or blows to which postal items are ordinarily subject during the course of delivery and that such Delivery Item shall bear the words "FRAGILE" prominently displayed in capital letters on the face of the case or container and above the address of the named addressee.

3.4. If a Delivery Item is susceptible to damage by bending, that the Delivery Item shall be packed in a case or container of sufficient durability and strength to prevent the Delivery Item from being bent or otherwise damaged during the course of delivery and such case or container shall bear the words "DO NOT BEND" prominently displayed in capital letters on the face of the case or container and above the address of the named addressee.

3.5. You shall provide in respect of each Delivery Item all necessary information (the "Delivery Information"), including without limitation:

3.5.1. your name, address (including the postal code and unit number) and telephone number;

3.5.2. the addressee's name, delivery address (including the postal code and unit number) and telephone number;

3.5.3. provide at least one clear image of the Delivery Item so that Delivery Provider knows what items they are picking up and size of item; and

3.5.4. Special precautions to be taken in respect of the Delivery Item e.g. "FRAGILE", "PERISHABLE", "DO NOT BEND" etc.;

3.6 You 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, and that you have complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the Delivery Items. You shall not dispatch and Delivery Providers reserve the right to refuse to deliver any Delivery Item that is or may potentially be hazardous, prohibited by law, dangerous or hazardous materials, perishable substances and radioactive material, without limitation:

3.6.1 Explosives, firearms or other offensive weapons, flammable or hazardous materials, poisonous or infectious substances, blood or blood products (whether infectious or not);

3.6.2 Human or animal remains;

3.6.3 Live animals;

3.6.4 Cash;

3.6.5 Share, certificates or other documents evidencing title to securities or real properties;

3.6.6 Original copies of any record, drawing, document or electronic recording of which duplicates or copies have not been made and kept by you;

3.6.7 Precious metals and stones;

3.6.8 Illegal narcotics or drugs;

3.6.9 Any Delivery Item (or its contents thereof) of a value exceeding S\$1,000.00; and

3.7.10 Any Delivery Item that we or a Delivery Provider deems to be undesirable or objectionable or in breach of these Terms.

3.7 You are solely liable for any loss or damage suffered by any third party as a result of any breach of the Terms. Delivery Providers will not open and inspect the Delivery Items unless they are under a legal order or obligation to do so, and shall bear no responsibility in any legal liability resulting from the transportation of the Delivery Items.

3.8 In the event a Delivery Request is not completed because the Delivery Provider was late to reach the recipient for reasons through no fault of you own, and not described as circumstances outside our control, we will contact you to arrange redelivery, free of charge.

3.9 In the event that the recipient is found to be absent from the address specified by you and no other person is present to take the Delivery Item(s), the Delivery Provider will contact you to request further instructions on how to proceed. In the event you cannot be contacted either, you authorize us to decide on your behalf as we deem appropriate. You acknowledge that, in such event, additional charges might arise (e.g. cancellation fee, additional waiting time, new Delivery Request).

3.10 We shall use the Delivery Information to facilitate your Delivery Request, including, but not limited to, generating a list of Delivery Providers available for the Delivery Request, as well as the estimated price for each specific delivery of the Delivery Item(s) (the "**Delivery Price**"). Quotations will be valid for at least 15 minutes, after which you may need to re-submit the request along with the Delivery Information to obtain new Delivery Services and prices.

3.11 Your Delivery Request is deemed completed upon receipt by us of proof of delivery by signature in electronic form or by other evidence such as the Delivery Provider's confirmation of delivery.

3.12 The Delivery Item(s) will be delivered to the specified address in the Delivery Information, but not necessarily to the named recipient personally. Nonetheless, the name of the actual recipient of the Delivery Items will be captured together with his/her signature upon delivery by the Delivery Provider.

3.13 You and the recipient will be able to track the Delivery Request status on the Platform until Delivery Request is completed. You should keep track of what items are inside each Delivery Item.

3.14 By using the Application or the Service you further agree that you will not use the Platform and/or Service for any of the following purposes:

3.14.1 disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;

3.14.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;

3.14.3 causing nuisance, annoyance or inconvenience while using the Website/App; or

3.14.4 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the copyright owner.

We reserve the right to, at our sole discretion, suspend, restrict or terminate your access to the Platform and/or the Services at any time with notice to you without 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.

3.15 Additional S\$5.00 on top of the Delivery Price will be imposed for every block of 10 minutes waiting time.

3.16 You acknowledge and agree that the total weight of all Delivery Items (including Food Items) you hand over to a Delivery Provider at each pick up (regardless whether Delivery Provider is picking up the Delivery Items under one or more Delivery Service requests or the number of stops under each such request) shall not exceed 10kg.

3A. FOOD DELIVERIES

3A.1 If you are or operate a food and beverage business ("**F&B Business**") and/or If the Delivery Items includes prepared beverages, meals, non-prepared meals and other food items ("**Food Items**"), you warrant and represent that:

3A.1.1 the Food Items have been prepared and packed for transport hygienically in accordance with best industry practices and with all reasonable care;

3A.1.2 the Food Items have been prepared in your premises by qualified personnel with appropriate training in handling and preparing the Food Items;

3A.1.3 You shall clearly communicate any specific instructions for the handing of the Food Items to the Delivery Providers; and

3A.1.4 you possess all necessary permits and licences to for the continued operation of the F&B Business.

4. YOUR RELATIONSHIP WITH THE DELIVERY PROVIDERS

Your request of the Delivery Services from the Delivery Providers creates a direct relationship between you and the Delivery Provider, to which we are not a party. We are not responsible or liable for the acts or omissions of a Delivery Provider in relation to you. To the maximum extent permitted by applicable law, you have the sole responsibility for any obligations or liabilities to Delivery Providers or third parties that arise from your use of the Delivery Services.

5. CHARGES AND PAYMENT

5.1. It is generally free to access the Platform.

5.2. Delivery Providers are entitled to charge you a fee for the Delivery Services, which may include a fee for each instance the logistics service is provided and any cancellation and/or other charges and/or taxes which are calculated via the Platform.

5.3 We may update the basis on which fees and/or charges are calculated, at any time in our absolute discretion. Any fees and charges on or after the date on which the update takes effect shall be subject to the updated calculation.

5.4 Once a delivery method and starting point/end point has been entered into Platform, you will be shown the Delivery Price. By confirming the Delivery Request, you agree to pay the Delivery Price quoted.

5.5. You will pay the Delivery Providers directly and the only payment method currently available is cash in Singapore dollars. Other methods of payment, including credit card payments, may be introduced in future.

6. CANCELLATION

6.1. No cancellation is allowed once a Delivery Provider accepts the job and taps on the "CONFIRMED " button on the Driver App.

6.2. Cancellation fee will apply to you if you cancel the Delivery Request at any point after it has been confirmed. This may apply where cancellation takes place when the Delivery Provider is on the way to collect the Delivery Item(s) from you, or when the Delivery Provider is delivering the Delivery Item(s) to the recipient. The cancellation fee in respect of a Delivery Request will be the Delivery Price, subject to a minimum amount of S\$6.50.

7. LOSS OF OR DAMAGE

7.1. In the event that the Delivery Providers or the Company discovers that there has been loss of or damage to the Delivery Item, the Company or the Delivery Providers shall notify you of such loss or damage within a reasonable period from such loss or damage and shall seek instructions from the User with respect to the appropriate action to be taken. We reserve the right to decline to accept any further instructions for any reason whatsoever.

7.2. In the event that you do not provide further instructions regarding the appropriate action to be taken within a reasonable period of us notifying you of the loss or damage, we shall take such action in relation to the Delivery Item as we deem appropriate, including without limitation, re-delivery of the Delivery Item to you or retention of the Delivery Item, and shall notify you of the same.

7.3. All costs arising from further action taken in relation to the Delivery Item in accordance with Clauses 6.1 and 6.2 above shall be borne by you.

8. INTERNET DELAYS

THE SERVICE, PLATFORM, APPLICATION, WEBSITE AND/OR SOFTWARE 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 THIRD PARTY 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. WARRANTIES

The Services and the Platform are provided “as is” and “as available”. To the maximum extent permitted by applicable law, we disclaim all representations and warranties, express, implied or statutory, save as expressly set out in this Agreement, including any warranties of merchantability, fitness for a particular purpose, reasonable care and skill and non-infringement.

10. LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY

10.1. THE USE OF THE PLATFORM AND/OR THE SERVICES IS AT YOUR SOLE RISK. UNLESS OTHERWISE STATED, AND TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS AGAINST US BY YOU SHALL BE LIMITED TO DECLARED VALUE OF THE DELIVERY ITEMS OR S\$20.00, WHICHEVER IS LOWER. WE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON, We shall also not be liable for loss or damage arising from or in connection with:

10.1.1. the delivery of any of the Delivery Items set out in Clause 3.5.4 and 3.6;

10.1.2. the User’s failure to specify any special precautions to be taken in respect of a Delivery Item, as required under Clause 3.3 and 3.4, on the address label, consignment note, waybill and/or invoice;

10.1.3. the misalignment, wear and tear, dearrangement, heat, mold, rot, discolouration, degeneration, explosion, ignition or the hazardous, perishable, corruptible, fragile, or brittle nature of the contents of the Delivery Item;

10.1.4. delay or confiscation by any government authority due to the discovery of prohibited contents of the Delivery Item;

10.1.5. our failure to perform any of our obligations hereunder as a consequence of circumstances outside our control, including without limitation any act of God such as weather conditions, flood or earthquake, work stoppages, strikes, industrial disputes, war, any act of government, accidents, traffic obstructions or congestion, mechanical breakdown, epidemics or other events of force majeure; and/or

10.1.6. any acts or omissions of any third party, including and without limitation the User, the named addressee, any government official or any sub-contractor engaged by us (whether or not the User had notice of any arrangement between us and such sub-contractor).

10.2. Although we will endeavour to facilitate delivery of your Delivery Items within the indicated timeframe, any delivery times stated or agreed or represented are estimates only and are ultimately within the sole control of the Delivery Provider(s). Delivery times are outside our control and may be affected by a number of factors, including failure of equipment, bad weather and/or traffic conditions. While timely delivery is an important commitment, we place equal importance on the the safety of the Delivery Providers, and the due observance of traffic regulations.

10.3. We shall not be liable for any loss of profit, income, interest, future business or anticipated savings, as well as any special, indirect, incidental or consequential loss or damage, even if the risk of such loss or damage was brought to our attention or arises from the use or the inability to use the Platform and/or the Service.

10.4. We shall not be liable for delay or non-delivery of a Delivery Item arising from or in connection with the detention of the Delivery Item by any government authority.

10.5. For the avoidance of doubt, we shall not in any way be liable or responsible for a Delivery Item prior to you the Delivery Item being accepted by us for delivery.

10.6 WE DO NOT WARRANT OR REPRESENT THAT WE ASSESS OR MONITOR THE SUITABILITY, LEGALITY, ABILITY, MOVEMENT OR LOCATION OF THIRD PARTY PROVIDERS INCLUDING DELIVERY PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS AND YOU EXPRESSLY WAIVE AND RELEASE US FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THIRD PARTY PROVIDERS INCLUDING DELIVERY PROVIDERS, MERCHANTS, ADVERTISERS AND/OR SPONSORS.

10.7 THE QUALITY OF THE DELIVERY SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE AND/OR PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE DELIVERY PROVIDER WHO ULTIMATELY PROVIDES YOU WITH THE LOGISTICS SERVICE. YOU UNDERSTAND, THEREFORE, YOU USE THE SERVICE AND/OR PLATFORM AT YOUR OWN RISK.

11. PROMOTIONS

11.1. Our promotions may be introduced from time to time at our sole discretion. All promotions provided are subject to the prevailing regulatory requirements. We reserve the right to revise, suspend or terminate these requirements or User Terms at any time and we may withdraw the offer at our discretion without prior notice.

12. INDEMNITY

12.1. By accepting the User Terms and using the Service and/or the Platform, you agree to indemnify us and keep us indemnified against all damages, losses, demands, claims, action, proceedings, costs, charges or expenses including but not limited to penalties, storage charges, retrieval and administrative costs, duties and taxes incurred, suffered or sustained by us in connection with:

12.1.1 your use of the Platform and/or the Service;

12.1.2 Your breach of any term of this Agreement, our policies, or any applicable law; and/or

12.1.3 Your use of the logistics service.

13. TERMINATION

13.1 The User Terms shall continue in effect until terminated in accordance with their terms.

13.2 We may terminate the Terms and close any account you have maintained with us at any time:

13.2.1 By giving you at least seven (7) calendar days' notice in writing to you;

13.2.2 Immediately and without notice if you (or in our reasonable opinion) are in breach of the Terms, any of our policies applicable to you in relation to the Platform and/or Services; and/or

13.2.3 Immediately and without notice if you (or in our reasonable opinion) are in breach of any other agreement with us and/or our policies.

13.3 Upon the expiry or termination of these Terms for any reason whatsoever, you shall immediately pay any money owed to us, including any outstanding payments in connection with the Delivery Services used by you.

13.4 You and us shall have no further obligations or rights under the User Terms after termination or expiry of the User Terms, without prejudice to any obligations or rights which have accrued to you or us at the time it is terminated, save that the provisions of clauses 8, 9, 10, 11, 12, 13, 14, and 16 of the User Terms and any other clause which expressly or by its nature is intended to survive, shall continue to have effect after the end of the User Terms.

14. PERSONAL DATA AND PRIVACY

14.1 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.

14.2 We rely on the Delivery Information provided by you facilitate the provision of Delivery Services by the Delivery Providers. Where the Delivery Information contains Personal Data, you warrant and represent that you have obtained all necessary consents from each individual to whom the Personal Data relates for the disclosure of such individual's Personal data to us for our collection, use, and/or disclosure, and that such consents have not been withdrawn. Any capitalised terms used in this clause which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

15. MODIFICATION OF THE TERMS AND THE SERVICES

We may, at our sole discretion, amend the User Terms from time to time by sending you notice through the Platform or by posting a notice on our Website, which shall be effective and binding on you upon 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 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.

16. GENERAL PROVISIONS

16.1 We shall not be liable for delay or failure in performance resulting from causes beyond our control.

16.2 If any provision of the Terms is found to be invalid or unenforceable in whole or in part by any tribunal, court or competent authority, the other provisions shall remain valid and continue to apply to the parties.

16.3 No person other than a party to this Contract may enforce the Contract by virtue of the Contract (Rights of Third Parties) Act, Cap. 53B of the Republic of Singapore, but this does not affect any right or remedy of the third party which exists or is available apart from that Act.

16.4 We reserve the right to revise the User Terms at any time without prior notice. We will use reasonable efforts to notify you of any material changes to the User Terms. You agree that it is your responsibility to review the User Terms regularly and your continued use of the Platform and/or Services will constitute your acceptance to the amendments. Otherwise, no addition to or modification of these Terms will be binding on the parties unless made in writing by you and us.

16.5 The User Terms sets out the entire agreement and understanding between the parties in respect of the subject matter of the User Terms and supersedes all previous agreements representations and understandings between the parties. Each of the parties acknowledges that, in agreeing to enter into and be bound by the User Terms, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in the User Terms) made by or on behalf of any other party other than as set out in the User Terms.

16.6 These User Terms shall be governed by and construed in accordance with the laws of Singapore.

16.7 The parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.