

Terms & Conditions

Effective: April 24, 2026

These Terms and Conditions ("*T&Cs*") set forth the terms and conditions that DashDrop Ventures ("*DashDrop*," "*we*," "*us*," or "*our*") requires you to accept and agree to if you want to access or use the DashDrop platform (the "*Platform*"). These T&Cs apply whether you access or use the Platform via our website at dashdrop.ke, our mobile application for customers (the "*Customer App*"), or our mobile application for drivers and riders (the "*Driver App*"). These T&Cs, together with all other terms, conditions, and documents referenced or linked herein, constitute a legally binding agreement among you, DashDrop, and the other users of the Platform. By accessing or using the DashDrop Platform in any manner, you acknowledge that you have read and understood these T&Cs and voluntarily agree to be bound by them.

As used in these T&Cs, a "*Customer*" is any individual or business that creates an account on the DashDrop Platform to request delivery services, or for whose benefit delivery services are being performed. A "*Driver*" or "*Rider*" is any individual who creates an account on the Driver App and performs delivery services, including at the request of or for the benefit of a Customer. The period during which delivery services are performed by a Driver or Rider, as well as the item or items of personal property being collected and delivered, are collectively referred to herein as a "*Delivery*." A "*Recipient*" is any individual or entity that receives a Delivery. All users of the DashDrop Platform, including Customers, Drivers, and Riders, are referred to collectively as "*Users*."

DashDrop reserves the right to modify these T&Cs or any of our policies at any time, effective upon posting of an updated version on our website or within our apps. You are responsible for regularly reviewing any updates. Your continued access to or use of the Platform after any update constitutes your acceptance of the modified T&Cs.

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I. THE DASHDROP PLATFORM

DashDrop is a logistics management platform that connects Customers who need items collected and delivered with independent Drivers and Riders who provide those delivery services. DashDrop's Platform provides Customers with the ability to request on-demand or scheduled deliveries; access real-time GPS tracking and photographic proof of collection and delivery; manage delivery requests through an account dashboard; and communicate with their assigned Driver or Rider through the Platform.

The Driver App enables Drivers and Riders to receive notifications of available Deliveries, offer to perform those Deliveries, manage their availability, and receive earnings for completed Deliveries.

DASHDROP IS A LOGISTICS MANAGEMENT PLATFORM AND DOES NOT ITSELF PROVIDE DELIVERY OR TRANSPORTATION SERVICES. DASHDROP IS NOT A CARRIER. DRIVERS AND RIDERS ARE INDEPENDENT SERVICE PROVIDERS WHO CHOOSE TO USE THE DRIVER APP TO ACCESS DELIVERY REQUESTS FROM CUSTOMERS AND DO NOT PERFORM DELIVERY SERVICES FOR OR ON BEHALF OF DASHDROP.

II. TERMS APPLICABLE TO ALL USERS

User Agreements, Representations and Warranties

Every time you access or use the DashDrop Platform or receive or perform delivery services, you expressly agree, represent, and warrant that at the time of each such access or use:

- You are legally entitled to and have the right, authority, and capacity to enter into the agreements set forth in these T&Cs and to fulfil your obligations herein.
- You are at least eighteen (18) years of age. The Platform is not available to persons under 18 and by using it you represent and warrant that you meet this requirement.
- Your use of the Platform is for your own lawful use and you will not resell access to any third party.
- You will comply with these T&Cs and with all applicable laws of the Republic of Kenya and any other jurisdiction relevant to your use of the Platform ("*Applicable Law*"), including the Kenya Information and Communications Act (Cap. 411A), the Computer Misuse and Cybercrimes Act, 2018, the Traffic Act (Cap. 403), NTSA regulations, and any applicable National Transport and Safety Authority requirements.
- You will create and maintain only one User account and will not allow any other person to use your account.
- You will keep your account credentials secure and confidential and will not share your password or authentication details with any other person.
- You will provide DashDrop with accurate, complete, and up-to-date account information and will promptly update that information if it changes.
- You will provide such proof of identity as DashDrop reasonably requests and will not impersonate any person or entity or misrepresent your identity or affiliation.
- You will not represent yourself to be an agent, employee, subcontractor, representative, or affiliate of DashDrop.
- You will only access and use the Platform for lawful purposes and will not use the Platform to promote or encourage any illegal activity or to commit or assist in the commission of any offence under Kenyan law or any other Applicable Law.
- You will maintain in strict confidence all personal information, confidential information, and personally identifiable information of other Users, Drivers, Riders, Recipients, and DashDrop that you encounter through your use of the Platform, and you will not use

such information for any purpose other than completing the Delivery for which it was shared.

- You will not contact any other User, Driver, Rider, Recipient, or DashDrop personnel directly or outside of the Platform once a Delivery is complete, unless strictly necessary to resolve an issue directly related to that Delivery.
- You will not copy, reproduce, distribute, or commercially exploit any content, trademarks, logos, or other materials related to DashDrop's business or Platform without prior written authorisation from DashDrop.
- You will not access or use the Platform in any way that could cause harm, nuisance, annoyance, or inconvenience to other Users, or that could interfere with or negatively affect other Users' ability to use the Platform.
- You will not infringe the intellectual property, privacy, publicity, or contractual rights of DashDrop or any third party.
- You will not collect or store personal information about any other User, Driver, Rider, or Recipient beyond what is strictly necessary to send or receive the Delivery for which that information was provided.

Non-Discrimination Policy

You agree that you will not discriminate against any User, DashDrop personnel, Recipient, or other third party on the basis of race, religion, tribe or ethnic origin, national origin, disability, gender or gender identity, sexual orientation, marital status, age, or any other characteristic protected under Applicable Law including the Constitution of Kenya, 2010, and the National Cohesion and Integration Act.

All Users should feel safe, welcome, and respected on the DashDrop Platform. DashDrop does not tolerate any discriminatory conduct from Users. Examples of discriminatory conduct include but are not limited to intentionally cancelling a Delivery to avoid serving a particular Customer or delivering to a particular neighbourhood on the basis of the characteristics of the people or businesses located there, or refusing to interact with another User on the basis of their protected characteristics.

ANY USER FOUND TO HAVE VIOLATED THE NON-DISCRIMINATION POLICY OR THE RESPECT OTHERS POLICY WILL LOSE ALL ACCESS TO AND USE OF THE DASHDROP PLATFORM.

Respect Others Policy

You agree that you will not stalk, intimidate, threaten, harass, or display any aggressive, confrontational, or threatening behaviour toward any User, DashDrop personnel, Recipient, or other third party encountered in connection with use of the Platform, including:

- Causing or threatening to cause physical harm to any person or animal.
- Using language or making gestures that are disrespectful, harassing, or threatening.

- Any form of assault, harassment, or misconduct, including sexual harassment or misconduct of any kind. For the purposes of these T&Cs, sexual harassment includes unwanted advances, physical contact made without explicit consent, explicit language, inappropriate jokes, and comments about another person's appearance or personal life.
- Disrespecting the personal space or privacy of any other person, including standing unnecessarily close, making unsolicited personal comments, or asking unrelated personal questions.
- Any behaviour that a reasonable person would find offensive, degrading, or threatening.

The DashDrop community is built on trust and mutual respect. Every User of the Platform has a responsibility to treat other Users, Drivers, Riders, Recipients, and all third parties they encounter while using the Platform with dignity and respect.

Confidentiality

When using the DashDrop Platform to send or receive delivery services, all Users may have access to confidential and personal information of other Users, Drivers, Recipients, and DashDrop. "*Confidential Information*" means all information, whether oral or written, to which a User is given access in connection with their use of the Platform, including names, addresses, telephone numbers, item descriptions, delivery instructions, and any other information that could be used to identify a specific individual or business ("*Personal Information*").

BY USING THE DASHDROP PLATFORM, ALL USERS MAY GAIN ACCESS TO THE PERSONAL AND CONFIDENTIAL INFORMATION OF OTHER USERS AND THIRD PARTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE SUBJECT TO A STRICT DUTY TO MAINTAIN THE ABSOLUTE CONFIDENTIALITY OF ALL SUCH INFORMATION AND THAT UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE SUCH INFORMATION TO ANY OTHER PERSON OR USE SUCH INFORMATION FOR ANY PURPOSE OTHER THAN COMPLETING THE SPECIFIC DELIVERY FOR WHICH IT WAS PROVIDED.

Drivers and Riders agree to promptly delete all pickup and delivery photographs and any other personal information received through the Driver App within fifteen (15) days of completing a Delivery, or promptly upon notice from DashDrop, whichever is earlier.

If DashDrop collects or uses your personal information in connection with your use of the Platform, such collection and use is described and governed by our [Privacy Policy](#).

III. CUSTOMERS AND CUSTOMER RESPONSIBILITIES

Customer Agreements, Representations and Warranties

- Prior to requesting any Delivery, you agree that you have full right and authority to send all items included in that Delivery and that you are not using the Platform to transport

items on behalf of any person or entity in a manner that would constitute a regulated freight or cargo service under Applicable Law.

- You agree to accurately and completely describe all items in your Delivery when placing your request and to not include any Prohibited Items as defined below.
- You agree to properly package all items sufficient to withstand transport and protect the safety and integrity of the item, and in compliance with all Applicable Law.
- You agree to have all items ready for collection at the time specified in your Delivery request and at the location you have provided. Failure to do so may result in a cancellation fee.
- You acknowledge that a Driver or Rider is never obligated to collect any item that they have not had the opportunity to inspect prior to collection, and that a Driver or Rider may cancel your Delivery without penalty if you do not permit inspection of the items upon their request.
- You acknowledge that Drivers and Riders do not deliver items up or down stairs or inside private residences unless specifically agreed in advance, and you agree that neither you nor any Recipient will require or request a Driver or Rider to do so.
- You agree not to knowingly arrange for or solicit a Driver or Rider to perform deliveries for you outside of the DashDrop Platform.
- You agree not to enter personal information, including phone numbers or addresses, into the item description or title field of a Delivery request. All personal information should be entered in the designated fields provided in the Platform.
- You agree not to instruct or direct a Driver or Rider to hold your items overnight if a Delivery cannot be completed on the same day. You are solely responsible for arranging the prompt same-day return of undeliverable items. If you instruct a Driver or Rider to hold items overnight, DashDrop will have no liability for theft, loss, or damage to any such items.
- You agree that you are solely responsible for ensuring that the Recipient is available and accessible at the delivery address at the agreed delivery time.
- You agree that the information you provide about items — including dimensions, weight, and description — is accurate, and that you will be liable for any additional costs arising from inaccurate information.

Prohibited Items

DashDrop prohibits the sending of certain items through the Platform. By placing a Delivery request you represent and warrant that your Delivery does not contain any of the following prohibited items:

- Illegal narcotics, controlled substances, or any item whose possession, transport, or delivery is prohibited under the Narcotic Drugs and Psychotropic Substances (Control) Act or any other Applicable Law
- Firearms, ammunition, explosives, or any weapon or item designed to cause bodily harm
- Stolen goods or goods obtained through unlawful means

- Counterfeit goods, pirated materials, or any item that infringes the intellectual property rights of any third party
- Flammable, corrosive, toxic, radioactive, or otherwise hazardous materials that are not permitted to be transported by a private vehicle under Applicable Law
- Human remains, body parts, or biological specimens, unless specifically authorised in advance by DashDrop for transport by a licensed medical courier
- Live animals, unless specifically authorised in advance by DashDrop and transported in compliance with all applicable regulations
- Cash, currency, negotiable instruments, or items whose primary value is monetary, unless agreed with DashDrop in advance
- Any item that a Driver or Rider would be prohibited from transporting under Applicable Law or their vehicle insurance policy
- Any other item that DashDrop notifies Users is prohibited from time to time

If Prohibited Items are discovered in a Delivery, DashDrop reserves the right to immediately cancel the Delivery, withhold payment to the Driver or Rider in relation to that Delivery, report the matter to the relevant authorities including the Kenya Police Service, and permanently deactivate the relevant Customer account. DashDrop will have no liability for any loss or damage arising from the cancellation of a Delivery containing Prohibited Items.

Packaging and Inspection

DashDrop encourages Customers to use no or minimal packaging where feasible, both to promote environmental sustainability and to allow Drivers and Riders to inspect items prior to collection and reduce the risk of the Platform being used to transport Prohibited Items. Where packaging is used, Customers are encouraged to leave it open so that the Driver or Rider can inspect the contents before taking a collection photograph and departing with the items.

A Driver or Rider may require you to open your packaging to allow inspection before departing with your Delivery, or may cancel your Delivery without penalty if you do not allow inspection upon request. The open packaging policy does not apply to Deliveries likely to contain health-related items such as prescription medicines or medical supplies.

Notwithstanding the above, you remain solely responsible for packaging your items appropriately based on the nature, fragility, and value of those items. DashDrop is not liable for loss or damage to any item that is not properly packaged to withstand safe transport.

Cancellation by Customers

If you need to cancel a Delivery, please do so as soon as possible through the DashDrop app or by contacting DashDrop support. This will notify the assigned Driver or Rider and allow them to accept other Deliveries. DashDrop may charge a cancellation fee ("*Cancellation Fee*") if you cancel a Delivery after a Driver or Rider has already commenced travel to the collection point, or if the Driver or Rider cancels because: all items were not ready for collection upon arrival; the pickup address was inaccurate; the item size, dimensions, or weight were materially different

from what was specified; the Delivery contains a Prohibited Item; or any other reason attributable to the Customer. Cancellation Fees are automatically charged to the Customer's account.

Returns and Undeliverable Items

If, after collection, a Driver or Rider is unable to deliver the items for any reason — including the Recipient being unavailable, the Recipient refusing to accept the items, or the items being lost, damaged, or destroyed while in the Driver or Rider's custody — DashDrop will notify you and, where possible, the Driver or Rider will return the items to the collection address or such other address as you instruct. Where a return is not attributable to the fault of DashDrop or the Driver or Rider, the cost of the return ("*Return Fee*") will be borne by the Customer and will be charged automatically to the Customer's account. The Return Fee is equal to the cost of the original Delivery.

DashDrop Protection Cover

DashDrop offers basic protection against loss, theft, or damage to items in eligible Deliveries. Details of the protection cover available, applicable limits, exclusions, and how to make a claim are set out in DashDrop's Protection Cover Policy, available at dashdrop.ke/protection. Customers are advised to read the full Protection Cover Policy before placing a Delivery request. DashDrop's maximum liability for loss, theft, or damage to items is determined exclusively by the Protection Cover Policy. DashDrop strongly recommends that Customers obtain their own insurance for high-value items that exceed the limits set out in the Protection Cover Policy.

Indemnification by Customers

You hereby agree to release, indemnify, defend, and hold harmless DashDrop, its parent and subsidiary companies, affiliates, officers, directors, employees, agents, representatives, and attorneys (collectively, "*DashDrop Indemnitees*"), as well as Drivers and Riders, from and against any and all third-party liabilities, losses, damages, fines, civil penalties, settlements, judgments, costs, and expenses (including reasonable legal fees) ("*Losses*") arising directly or indirectly from or in connection with: (i) your acts or omissions in using the Platform or receiving delivery services; (ii) your breach of these T&Cs; (iii) your violation of any Applicable Law or the rights of any third party, including other Users, Drivers, Riders, Recipients, and members of the public; (iv) the inclusion of Prohibited Items in your Delivery; (v) your provision of inaccurate information about items in a Delivery; or (vi) your disclosure or misuse of Confidential Information.

IV. DRIVERS, RIDERS, AND THEIR RESPONSIBILITIES

Deliveries and Driver Acknowledgements

After forming an account on the Driver App, you may receive notifications of available Deliveries which you may choose to accept or decline. Nothing in these T&Cs or otherwise guarantees that you will be notified of or matched with any particular Delivery. DashDrop has no control over the volume or type of Deliveries requested by Customers at any given time.

You are never under an obligation to accept any Delivery. You have sole discretion to accept or decline any Delivery presented to you. However, once you accept a Delivery, you are contractually bound under these T&Cs to complete that Delivery in accordance with the Customer's instructions and the Delivery Standards set out below, unless a valid reason for cancellation applies.

DashDrop does not have the right to, and shall not, control the manner or method by which you accomplish any Delivery. You are solely responsible for determining the most effective, efficient, and safe manner to perform each Delivery you accept, including the route you take, the manner of collection and delivery, and all decisions made during the performance of the Delivery. You do not and will not have a supervisor at DashDrop overseeing your performance, and you will not be required to make regular reports to DashDrop about how you perform your Deliveries.

The real-time tracking and photographic chain-of-custody features built into the Driver App are integral to your performance of Deliveries. The Driver App automatically sends prompts and notifications to you, provides real-time status updates to Customers and Recipients during Deliveries, sends collection and delivery photographs to Customers, and enables DashDrop support to communicate with you, Customers, and Recipients to facilitate the completion of Deliveries. You acknowledge that your contact number will be made available to the Customer and Recipient through the Platform so that they may contact you directly as needed to facilitate the completion of the Delivery.

You acknowledge and agree that you are solely responsible for all costs and expenses related to your use of the Driver App and the performance of Deliveries you choose to accept, including the purchase and maintenance of: your vehicle or motorcycle and all expenses associated with it, including licensing, registration, fuel, repairs, and ongoing maintenance; cellular equipment and data access and all associated charges; any equipment required by a particular Customer or needed to perform a specific Delivery; all licences, permits, and training required by Applicable Law or industry standards to perform the Deliveries you accept; and all insurance coverage related to your use of the Driver App and the Deliveries you perform.

YOU ACKNOWLEDGE THAT YOUR STANDARD PRIVATE OR COMMERCIAL VEHICLE INSURANCE POLICY MAY NOT PROVIDE YOU COVERAGE WHILE PERFORMING A DELIVERY OR WHILE LOGGED INTO THE DRIVER APP. YOU ARE SOLELY RESPONSIBLE FOR CONSULTING YOUR INSURER TO CONFIRM THAT YOU HAVE ADEQUATE INSURANCE COVERAGE BEFORE YOU ACCEPT ANY DELIVERY.

Delivery Standards

All Customers expect that Drivers and Riders will perform Deliveries in a timely, safe, professional, and competent manner and in accordance with Applicable Law. You acknowledge that the following delivery standards ("*Delivery Standards*") apply to all Drivers, Riders, and Deliveries, and you agree that during the performance of any Delivery, you and any assistant you use will:

- Possess the proper vehicle, equipment, licences, permits, training, and insurance required by Applicable Law and any requirements specified by the Customer in the Delivery request before accepting that Delivery.
- Use a vehicle that is in good operating condition, roadworthy, properly licensed and insured, clean and well-maintained on the outside, and free of smoke, excessive odour, and excessive pet dander on the inside.
- Not use open motorcycle carriers or open vehicle beds to transport perishable, fragile, or delicate items unless those items are fully secured and protected.
- Present yourself in a professional and respectful manner throughout the performance of the Delivery.
- Not use any substance that impairs your ability to drive safely, including alcohol or any narcotic or controlled substance, while performing or preparing to perform any Delivery.
- Not engage in activities that distract from safe driving, including using a handheld mobile phone while driving contrary to the Traffic Act.
- Not disable the Driver App or its GPS location functionality at any time while performing a Delivery.
- Not enter any Recipient's home, nor enter or access any secure, private, or staff-only areas of any business premises, unless specifically authorised by the Customer in the Delivery instructions.
- Follow all Customer instructions set out in the Delivery request.
- Not carry any personal weapon, firearm, or item designed or used to inflict bodily harm when entering any collection or delivery location.
- Not be accompanied by minors or non-essential persons during a Delivery, and not be accompanied by any other person during a Delivery containing prescription medicines or medical supplies.
- Comply with all applicable NTSA regulations, traffic laws, and road safety requirements at all times while performing a Delivery.

Driver Agreements, Representations and Warranties

- You represent and warrant that you are at least eighteen (18) years of age, or such older age as may be required by Applicable Law to operate your vehicle and enter into binding contracts.
- You represent and warrant that you hold a current and valid Kenya driving licence or motorcycle licence appropriate for the vehicle you use to perform Deliveries, and that your vehicle has current and valid road licence, insurance, and inspection certification as required by the National Transport and Safety Authority and Applicable Law.

- You agree to comply with all Applicable Law while using the Platform, including all labour and employment laws, immigration laws, tax laws, and traffic laws of Kenya.
- You agree to have the Driver App running and GPS location enabled, and to not disable the Driver App or its GPS location features at any time while performing a Delivery.
- You agree to use a genuine and accurate profile photograph in your Driver App account and to update this photograph promptly if instructed by DashDrop.
- You represent and warrant that you operate an independently established business providing delivery, courier, or similar services, that you are free to provide similar services on other platforms or to other clients, and that your relationship with DashDrop is that of an independent contractor and not that of an employee, agent, or partner of DashDrop.
- You agree that DashDrop will not reimburse you for any expenses or costs related to your use of the Platform or the performance of any Delivery.
- You agree that you will notify DashDrop support immediately upon discovering that a Delivery differs materially from what was described in the Delivery request, including incorrect item dimensions or weight, and that you will provide evidence of the same. If you do not notify DashDrop and proceed to perform the Delivery, you will not be entitled to additional compensation.
- You agree to maintain current, valid insurance at all times when using the Driver App, in amounts and of types required by Applicable Law, including third-party liability insurance and such other coverage as is appropriate for the vehicle you use and the Deliveries you perform.
- You agree that you are solely responsible for obtaining and maintaining all licences, permits, training certifications, and insurance coverage required to perform Deliveries, and that DashDrop will not reimburse you for any expenses associated with obtaining or maintaining the same.
- You agree to notify DashDrop support promptly upon discovering or suspecting that any Prohibited Item is present in a Delivery and to follow DashDrop's guidance on handling the same.
- You agree to delete all collection and delivery photographs and any other personal information received through the Driver App within fifteen (15) days of completing a Delivery, or promptly upon notice from DashDrop.
- You agree that you will not seek any Delivery payment directly from a Customer or Recipient and that all Delivery payments are to be facilitated exclusively through the DashDrop Platform.
- You agree that you are solely responsible for the payment of all taxes applicable to your earnings from Deliveries, including income tax, value-added tax where applicable, and all applicable contributions and levies required by the Kenya Revenue Authority. DashDrop will issue you with such tax documentation as it is required by law to issue and will not withhold income tax or other personal taxes on your behalf.
- You agree that you will not make any claims against DashDrop or any Customer for the reimbursement of any costs, expenses, injuries, or losses incurred while performing a Delivery.

Driver Fraudulent Use Policy

DashDrop is committed to preventing fraud on the Platform and will take all appropriate action to do so, including permanent deactivation and referral to law enforcement authorities. Actions that constitute fraudulent use of the Platform by Drivers or Riders, and are therefore strictly prohibited, include but are not limited to:

- Cancelling Deliveries after acceptance without valid cause
- Creating return Deliveries without valid cause
- Indicating that a Delivery was completed at a particular location while subsequently moving, retaining, or disposing of the items
- Taking misleading collection or delivery photographs that do not accurately represent the location or condition of items
- Stealing, misappropriating, or failing to deliver any items in a Delivery
- Creating multiple accounts or using another Driver's account to perform Deliveries
- Manipulating or tampering with the GPS or location features of the Driver App
- Providing false or misleading information to DashDrop or to Customers in connection with any Delivery
- Colluding with Customers or third parties to defraud DashDrop of earnings or fees

Driver Assistants and Personnel

To the extent permitted by Applicable Law and by the requirements of a specific Delivery, a Driver or Rider may be assisted by one additional person ("*Assistant*") and may, in limited circumstances, arrange for another individual ("*Driver Personnel*") to complete a Delivery on their behalf.

Any Assistant must be essential to the physical completion of the Delivery and must be accompanied at all times by the Driver or Rider whose account accepted the Delivery. No Assistant or Driver Personnel may accompany a Driver or Rider during a Delivery containing prescription medicines, medical supplies, or any other item specified by a Customer as requiring a single-person delivery.

If a Driver or Rider uses Driver Personnel to complete a Delivery, the Driver or Rider remains solely responsible for the direction and conduct of that Driver Personnel and is liable for all acts and omissions of that person as if they had performed the Delivery directly. The Driver or Rider is solely responsible for all payments due to their Assistants or Driver Personnel, including all applicable employment benefits and statutory deductions, and DashDrop has no obligation or liability in respect of such payments.

If you intend to use Driver Personnel on a regular basis, you must notify DashDrop in advance at info@dashdrop.ke and await DashDrop's written authorisation.

Indemnification by Drivers

You hereby agree to release, indemnify, defend, and hold harmless DashDrop Indemnitees, and Customers, from and against any and all Losses arising directly or indirectly from or in connection with: (i) your acts, omissions, or misconduct in the performance of Deliveries or your other obligations under these T&Cs; (ii) your breach of these T&Cs; (iii) your violation of any Applicable Law or the rights of any third party, including other Users, Customers, Recipients, other motorists, pedestrians, and members of the public; (iv) your disclosure or misuse of Confidential Information; (v) your ownership, use, or operation of any vehicle or motorcycle used during the performance of Deliveries; (vi) your failure to maintain required and sufficient insurance, licences, permits, training, or other authorisations; and (vii) your failure to pay all taxes, levies, and other statutory liabilities applicable to your earnings from Deliveries.

V. ACCOUNT SUSPENSION AND DEACTIVATION

Grounds for Suspension or Deactivation

Without limiting any other remedies available to DashDrop at law or in equity, DashDrop may, in its sole discretion, temporarily suspend your account and initiate an investigation potentially leading to permanent deactivation if:

- You are suspected of breaching, or are credibly alleged to have breached, any of these T&Cs or any other DashDrop policy governing your use of the Platform
- DashDrop is unable to verify or authenticate any information you have provided
- DashDrop believes that your actions may cause financial loss or legal liability to any other User, DashDrop, its affiliates, or its third-party providers
- You are suspected or found to have engaged in illegal, dangerous, or harmful activity in connection with your use of the Platform or the performance or receipt of delivery services, including theft of items in a Delivery
- You breach the Non-Discrimination Policy, the Respect Others Policy, or the Driver Fraudulent Use Policy
- DashDrop receives a credible claim that items in a Delivery were lost, damaged, or stolen while in your care
- Prohibited Items are discovered in a Delivery associated with your account
- You are a Driver or Rider and you cancel Deliveries after acceptance without valid cause on a repeated basis
- You are a Driver or Rider and you fail to appear to collect a Delivery you have accepted, without valid cause
- You receive multiple complaints or consistently low ratings from other Users
- Your account has been inactive for sixty (60) days or more

A User's account will remain suspended during DashDrop's investigation for such time as DashDrop determines is necessary in its sole discretion. DashDrop may reactivate a suspended account at its sole discretion.

ALL DASHDROP ACTIONS TAKEN WITH RESPECT TO THE TEMPORARY SUSPENSION OR PERMANENT DEACTIVATION OF YOUR ACCOUNT MAY BE TAKEN IN DASHDROP'S SOLE DISCRETION, WITH OR WITHOUT PRIOR NOTICE, AND WITHOUT LIABILITY TO YOU, SAVE WHERE REQUIRED OTHERWISE BY APPLICABLE LAW.

Appeal Process

DashDrop does not make the decision to permanently deactivate a User's account without a complete investigation. In many cases, DashDrop will allow a User to appeal the decision to permanently deactivate their account.

DashDrop will not accept appeals for certain deactivation decisions related to zero-tolerance violations, including criminal activity or the use of Prohibited Items, fraudulent conduct while using the Platform, breaches of the Non-Discrimination Policy, and serious breaches of the Respect Others Policy involving assault or harassment.

A User will be allowed only one appeal. All appeal decisions made by DashDrop are final. Details of the appeal process will be communicated to you in the deactivation notice. If you believe your deactivation is eligible for appeal, please follow the instructions provided in that notice.

Deactivated Accounts

If your account is permanently deactivated, your account information will be handled in accordance with DashDrop's [Privacy Policy](#), and you will be removed from the Platform and will no longer have access to or use of the Platform. Permanent deactivation will cause you to lose your username, profile, and any privileges, ratings, or certifications associated with your account.

If your account was not deactivated for cause, you may open a new account on the Platform. It will be considered a material breach of these T&Cs if a User who has been deactivated for cause opens a new account on the Platform, and that new account will be deactivated without notice or right to appeal.

VI. BILLING AND PAYMENT

Payment Processing

In order for DashDrop to facilitate payments between Customers and Drivers or Riders, all Users are required to provide valid payment or earnings disbursement details as part of the account registration process. Payment processing services for Customers are provided by M-Pesa (Safaricom) and by DashDrop's approved card payment gateway provider or equivalent licensed payment service provider. Driver and Rider earnings disbursements are made via M-Pesa or such other method as DashDrop makes available from time to time. By using the

Platform, all Users agree to be bound by the terms of the applicable payment service provider, which may be modified from time to time. DashDrop reserves the right to change its payment processing providers at any time.

All Users authorise DashDrop to obtain all necessary access and perform all necessary activity on their payment accounts to facilitate payment for delivery services as contemplated by these T&Cs. All Users agree to provide accurate and complete payment or disbursement information and authorise DashDrop to share that information with the relevant payment service provider for the purposes of processing payments.

Billing

Customers are responsible for paying for each Delivery requested, which will include: (i) the delivery fee quoted at the time of the Delivery request; (ii) any applicable Cancellation Fee; (iii) any applicable Return Fee; and (iv) any other fee that DashDrop may assess for use of the Platform or in connection with the relevant Delivery (combined, the "*Delivery Payment*").

Unless otherwise agreed by DashDrop in writing, all fees charged for use of the Platform are due immediately and are non-refundable. This no-refund policy applies regardless of the reason for termination or disruption, whether planned, accidental, or intentional. DashDrop reserves the right to change its pricing at any time, and any pricing information published on the DashDrop website or within the apps reflects current pricing at the time of display but may be subject to change.

Driver Earnings and Payouts

A Driver or Rider is solely responsible for completing the Delivery as agreed before being entitled to payment. DashDrop may place a hold on a Driver or Rider's Delivery payment if: the Delivery has not been completed in accordance with the Customer's instructions and the Delivery Standards; DashDrop has reason to believe that a Driver, Rider, or Customer has breached these T&Cs or Applicable Law; or DashDrop otherwise determines it necessary or advisable to hold payment pending investigation.

If a Delivery payment is placed on hold, DashDrop will release it to the Driver or Rider upon establishing the validity of the accounts and Delivery under investigation, in DashDrop's sole but reasonable discretion. Drivers and Riders agree that they will not seek Delivery payment directly from a Customer or Recipient and waive any right to do so.

DashDrop will provide Drivers and Riders with statements of earnings and such tax documentation as DashDrop is required by law to provide. Drivers and Riders are solely responsible for all tax obligations arising from their earnings, including registration with the Kenya Revenue Authority where required, filing of income tax returns, and payment of all applicable taxes, levies, and contributions.

Taxes

Users of the Platform are solely liable for any taxes required to be paid in connection with their use of the Platform or their receipt or performance of delivery services, including value-added tax where applicable. DashDrop will charge VAT on its platform fees where required by Applicable Law and will issue appropriate tax invoices. Drivers and Riders are responsible for their own tax affairs and for compliance with all Kenya Revenue Authority requirements applicable to their earnings. DashDrop is not responsible for any tax obligations of Drivers, Riders, or Customers other than its own.

Gratuities

Customers and Recipients may give gratuities to Drivers and Riders at their sole discretion, and Drivers and Riders shall retain one hundred percent (100%) of any gratuity given. Drivers and Riders acknowledge that, once they accept a Delivery, they have agreed to perform it for the Delivery Payment set out in the Delivery request. Any decision to give additional gratuity is entirely voluntary and Drivers and Riders agree that they will not, and will ensure that any Assistants or Driver Personnel do not, request or imply any obligation for additional compensation or gratuities from any Customer or Recipient.

Unexpected Costs

Driver and Rider agree that the Delivery Payment will not be increased to cover any expected or unexpected costs or expenses incurred while performing a Delivery, including additional fuel expenses, parking fees, tolls, or damage to the Driver's or Rider's vehicle or equipment. Drivers and Riders acknowledge that their costs and expenses may exceed their earnings from Deliveries. Where DashDrop or a specific Customer has agreed in advance to reimburse Drivers or Riders for specific costs such as parking fees or tolls, that agreement will be stated in the Delivery details and receipts for any such expenses must be submitted through the Driver App within fifteen (15) days of the Delivery in question.

VII. INTELLECTUAL PROPERTY

DashDrop Intellectual Property

DashDrop solely owns and retains all right, title, and interest in and to the DashDrop Platform, its products, services, Confidential Information, content, and all trademarks, service marks, trade names, logos, software, source code, algorithms, patents, database rights, design rights, and other intellectual property associated with DashDrop's business and Platform, whether registered or unregistered, wherever existing in the world ("*DashDrop Intellectual Property*"). Nothing in these T&Cs grants you any right, title, or interest in DashDrop Intellectual Property other than the limited licence expressly set out below.

DashDrop has no obligation to compensate or credit any User for feedback, suggestions, ideas, or improvements relating to the Platform that a User provides to DashDrop, whether solicited or

unsolicited. By providing any such feedback, you grant DashDrop a worldwide, irrevocable, royalty-free licence to use, exploit, and incorporate that feedback in any way without restriction.

Your Licence to Use the Platform

Subject to your compliance with these T&Cs, DashDrop grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the DashDrop Platform on a compatible mobile device or computer that you own or control, solely for the purpose of using the Platform as a Customer, Driver, or Rider in accordance with these T&Cs. This licence does not permit you to use the Platform on any device you do not own or control, or for any purpose other than as expressly permitted by these T&Cs.

You agree not to: license, sublicense, sell, resell, transfer, assign, or distribute the Platform to any third party; modify or create derivative works based on the Platform; reverse engineer, decompile, or attempt to extract the source code of the Platform; create internet links to the Platform or frame or mirror any part of the Platform; launch automated programs or scripts that impose an unreasonable load on the Platform's infrastructure; attempt to gain unauthorised access to the Platform or its related systems or networks; or use the Platform to send unsolicited messages or store infringing, defamatory, obscene, threatening, or otherwise unlawful material.

DashDrop reserves the right to stop offering or supporting the Platform, or any part of it, at any time, at which point your right to access and use the Platform will automatically terminate. DashDrop is not required to provide refunds or compensation to Users in connection with any discontinuation of the Platform.

Content

Subject to your compliance with these T&Cs, DashDrop grants you a limited, non-exclusive, non-transferable licence to view and use any content that DashDrop makes available through the Platform ("*DashDrop Content*") for your personal and non-commercial use in connection with your use of the Platform. No other rights in DashDrop Content are granted to you.

Where DashDrop permits Users to post, upload, or submit content through the Platform or on DashDrop's social media pages ("*User Content*"), you grant DashDrop a worldwide, irrevocable, perpetual, royalty-free licence, with the right to sublicense, to use, copy, adapt, modify, distribute, publicly display, transmit, and otherwise exploit that User Content for any purpose. You represent and warrant that you own or have all necessary rights in any User Content you submit and that your User Content does not infringe the intellectual property or other rights of any third party.

Collection and delivery photographs and other information exchanged between Users in the course of performing or receiving a Delivery are not User Content and are not licensed for use on social media or for any public disclosure. Posting or publicly disclosing such materials constitutes a material breach of these T&Cs.

Copyright Policy. DashDrop respects copyright law and expects its Users to do the same. If you believe in good faith that any material on the Platform infringes your copyright, please send a written notice to legal@dashdrop.ke including: a description of the copyrighted work you claim has been infringed; the location of the allegedly infringing material on the Platform; your contact details; a statement that you have a good-faith belief that the use is not authorised; and a statement that the information in your notice is accurate. DashDrop will investigate and respond to valid copyright notices in accordance with Applicable Law.

VIII. MISCELLANEOUS

No Warranties

The Platform and all delivery services are provided to you strictly on an "as is" and "as available" basis, without warranties of any kind, either express or implied, to the maximum extent permitted by Applicable Law. DashDrop and its affiliates and licensors make no representation, warranty, or guarantee regarding:

- The accuracy or completeness of any content provided through the Platform or on any website linked to the Platform
- The uninterrupted, error-free, or secure availability of the Platform on any device or in combination with any hardware, application, or system
- The results that may be obtained from use of the Platform
- The timeliness, reliability, safety, or suitability of any Driver, Rider, or third party introduced to you through the Platform
- The safety, fitness for purpose, or condition of any item transported through the Platform
- That the Platform is free from viruses, malware, or other harmful components

DashDrop does not warrant, endorse, or assume responsibility for any service offered by a third party through or in connection with the Platform.

Limitations of Liability

NEITHER DASHDROP NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ON OR OFF THE PLATFORM, OF ANY USER OF THE DASHDROP PLATFORM. DASHDROP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, AND LICENSORS ARE NOT LIABLE FOR ANY LOSS, CLAIM, INJURY, OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PLATFORM OR YOUR SENDING OR RECEIVING OR PERFORMING DELIVERY SERVICES THROUGH THE PLATFORM.

DASHDROP EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE PLATFORM. USE OF THE PLATFORM AND THE SENDING, RECEIVING, OR PERFORMANCE OF DELIVERY SERVICES THERE THROUGH IS ENTIRELY AT YOUR OWN

RISK. DASHDROP DOES NOT AND IS NOT OBLIGATED TO ASSESS THE SUITABILITY, LEGALITY, OR ABILITY OF ANY USER TO PERFORM OR RECEIVE A DELIVERY.

UNDER NO CIRCUMSTANCES WILL DASHDROP, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM OR DELIVERY SERVICES, INCLUDING FOR PERSONAL INJURY, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, OR ANY OTHER ECONOMIC LOSS, EVEN IF ALL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF NOTWITHSTANDING THE FOREGOING LIMITATIONS, DASHDROP OR ITS AFFILIATES ARE FOUND LIABLE FOR DAMAGES, THE AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL DELIVERY PAYMENTS PAID BY OR EARNED BY YOU, AS APPLICABLE, DURING THE THREE (3) MONTHS PRIOR TO THE TIME THE CLAIM AROSE.

To the extent that Applicable Law does not permit the exclusion or limitation of certain implied warranties or the limitation of liability for certain categories of damages, such exclusions and limitations shall apply to the maximum extent permitted by Applicable Law.

Waiver and Release

YOU ACKNOWLEDGE THAT DRIVERS AND RIDERS PERFORMING DELIVERY SERVICES THROUGH THE DASHDROP PLATFORM ARE INDEPENDENT SERVICE PROVIDERS AND NOT EMPLOYEES OR AGENTS OF DASHDROP. YOU EXPRESSLY RELEASE AND AGREE NOT TO HOLD DASHDROP, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, OR DIRECTORS LIABLE FOR ANY LIABILITIES THAT HAVE ARISEN OR MAY ARISE FROM OR IN ANY WAY RELATING TO A DRIVER'S OR RIDER'S PERFORMANCE OF DELIVERY SERVICES, OR ANY THIRD PARTY INTRODUCED TO YOU BY THE PLATFORM, WHETHER DURING A DELIVERY OR OTHERWISE RELATING TO YOUR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM OR DELIVERY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING FROM THE CONDUCT, ACT, OR OMISSION OF ANY USER, THE FAILURE OF ANY USER TO BE ADEQUATELY INSURED OR LICENSED, ANY DISPUTE WITH ANY USER, OR ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY DASHDROP OR ITS AFFILIATES.

SMS and Mobile Notification Terms

DashDrop may send you SMS text messages and push notifications through the Platform in connection with your use of the delivery services. By creating an account on the Platform and providing your mobile number, you consent to receive service-related SMS messages from DashDrop, including Delivery status updates, account alerts, security notifications, and payment confirmations. Standard message and data rates from your mobile network provider may apply.

Before sending marketing SMS messages, DashDrop will obtain your explicit consent. You may opt out of marketing SMS messages at any time by replying STOP to any DashDrop marketing SMS. You may manage push notification preferences through your device settings. Opting out of marketing messages does not affect service-related messages necessary to the operation of your account and Deliveries.

DashDrop is not responsible for failed, delayed, or misdirected SMS messages, which may result from your network provider's systems or coverage limitations. If you change your mobile number, you must update your account information in the Platform promptly.

Notices

DashDrop may give Users general notices regarding the Platform, these T&Cs, or otherwise via the Customer App or Driver App, by push notification, or by email to the address on record in your account. Any legal or formal notices required or permitted to be given under these T&Cs must be in writing and delivered by hand, by courier, or by registered mail with return receipt, to the addresses set out below.

You may give formal notice to DashDrop at any time by email at legal@dashdrop.ke with a copy to info@dashdrop.ke, and/or by registered mail to DashDrop Ventures, 3 Ojijo Plaza, Ojijo Road, Nairobi, P.O. Box 100187, 00101 Jamia, Kenya, addressed to the attention of the Head of Operations. DashDrop will give formal notice to Users at the email and physical addresses provided when forming their account. Notices sent by email shall be deemed given forty-eight (48) hours after sending. Notices sent by registered mail shall be deemed given five (5) business days after posting.

Privacy

DashDrop respects your right to privacy. To understand how DashDrop collects, uses, shares, and protects your personal information, please review our [Privacy Policy](#), which forms part of the agreement between you and DashDrop and is incorporated into these T&Cs by reference.

Relationship Between DashDrop, Drivers, Riders, and Customers

No joint venture, partnership, employment, or agency relationship exists between you and DashDrop, any other User, or any third-party provider as a result of your creating an account on the DashDrop Platform, agreeing to these T&Cs, or using, providing, or receiving delivery services through the Platform.

Drivers and Riders are independent contractors who freely choose to use the DashDrop Driver App to access Delivery requests. DashDrop does not set Drivers' or Riders' working hours, prescribe the routes they take, require them to work exclusively for DashDrop, or exercise operational control over the manner in which they perform Deliveries beyond the Delivery Standards set out in Section IV, which are included to protect the safety of all Users and to ensure compliance with Applicable Law and the reasonable expectations of Customers.

DashDrop does not pay Drivers or Riders a salary or hourly wage. Drivers and Riders are paid a per-Delivery rate as set out in each accepted Delivery request. DashDrop does not provide Drivers or Riders with employment benefits of any kind, including health insurance, pension contributions, or paid leave. Drivers and Riders are solely responsible for all of their own tax and statutory obligations.

Governing Law and Dispute Resolution

These T&Cs are governed by and construed in accordance with the laws of the Republic of Kenya, without giving effect to any conflict of law principles. Any dispute arising out of or in connection with these T&Cs or your use of the Platform that cannot be resolved through good-faith negotiation between you and DashDrop within thirty (30) days of written notice of the dispute shall be subject to the non-exclusive jurisdiction of the courts of Kenya.

DashDrop and the User agree to attempt to resolve any dispute informally before commencing formal legal proceedings. To initiate this process, the party raising the dispute should send a written notice to the other party describing the nature of the dispute and the resolution sought. The parties will then attempt in good faith to negotiate a resolution. If no resolution is reached within thirty (30) days, either party may pursue their available legal remedies.

Nothing in this clause limits your right to lodge a complaint with the Office of the Data Protection Commissioner in relation to data protection matters, or to report criminal conduct to the relevant Kenyan law enforcement authorities.

Entire Agreement

Unless DashDrop has entered into a separate written agreement with a User specifically addressing their access to or use of the Platform, these T&Cs, together with the [Privacy Policy](#) and all other policies and documents referenced or linked herein, comprise the entire agreement between you and DashDrop with respect to your use of the Platform and supersede all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and DashDrop regarding the same.

If any provision of these T&Cs is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be revised to the minimum extent necessary to make it valid and enforceable, consistent with the original intent of these T&Cs, and the remaining provisions shall continue in full force and effect. The failure of DashDrop to enforce any right or provision in these T&Cs shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorised representative of DashDrop to be effective.

For questions about these Terms and Conditions, please contact us at:

DashDrop Ventures
3 Ojjo Plaza, Ojjo Road
Nairobi, P.O. Box 100187, 00101 Jamia

Kenya

General: info@dashdrop.ke

Legal: legal@dashdrop.ke