

**Swift!**

# **DRIVER SERVICE AGREEMENT**

**CONTRACT VERSION 3.0 | MARCH 2025**



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# SWIFT! DRIVER SERVICE CONTRACT

**Contract Version: 3.0 | Effective Date: March 2025**

This DRIVER SERVICE CONTRACT (the "Contract") is entered into between:

**SWIFT! TECHNOLOGIES (PTY) LTD.**, a company registered under the laws of South Africa, with its principal place of business at [ADDRESS] (hereinafter referred to as "Swift!" or "Company");

and

The individual accepting this Contract (hereinafter referred to as "Driver" or "Contractor").

## 1. DEFINITIONS

1.1 "Platform" means the Swift! application, technology, and related services.

1.2 "Services" means transportation and delivery services provided by Driver to customers through the Platform.

1.3 "Commission" means the percentage of each fare retained by Swift! as compensation for use of the Platform.

## 2. RELATIONSHIP OF THE PARTIES

2.1 **Independent Contractor Status:** Driver is an independent contractor and not an employee, agent, joint venturer, or partner of Swift!.

2.2 **No Authority:** Driver has no authority to bind Swift! and will not hold themselves out as an agent or representative of Swift!.

2.3 **Tax Obligations:** Driver is solely responsible for all tax obligations related to income earned through the Platform.

## 3. COMMISSION STRUCTURE

3.1 **Standard Commission Rate:** Swift! will collect a commission of 13-23% on standard services, with rate variations based on factors outlined in Section 3.3.

3.2 **Swift! Xpress Commission:** A fixed 18% commission applies to all parcel delivery services.

3.3 **Dynamic Rate Adjustment:** Commission rates may decrease by up to 10% based on:

- Time of day
- Ride request volume
- Area demand
- Active promotions
- Service category

## 4. PAYMENT TERMS

4.1 **Payment Schedule:** All payments will be processed weekly for the period from Monday 00:00 to Sunday 23:59.

4.2 **Early Cash-Out Option:** Drivers meeting performance requirements may access early cash-out functionality, subject to:

- Performance review
- Daily withdrawal limits
- Applicable processing fees

## 5. INSURANCE AND SECURITY

5.1 **Driver Insurance Requirements:** Driver must maintain valid insurance coverage meeting all local regulatory requirements.

5.2 **Swift! Security Provisions:** Swift! provides:

- 24/7 security monitoring
- Emergency assistance
- Real-time incident response

## 6. DRIVER OBLIGATIONS

6.1 **Core Responsibilities:** Driver shall:

- Maintain a valid driver's license and all required permits
- Comply with all traffic laws and regulations
- Maintain professional conduct at all times
- Keep vehicle clean and well-maintained
- Follow all Swift! protocols and guidelines

6.2 **Service Standards:** Driver shall:

- Maintain a minimum 4.5-star rating
- Keep acceptance rate above 80%
- Minimize cancellations
- Follow prescribed routes

**6.3 Safety Requirements:** Driver shall:

- Follow safety protocols
- Report incidents promptly
- Maintain required insurance
- Complete safety training

## **7. VEHICLE STANDARDS & MAINTENANCE**

**7.1 Vehicle Documentation:** Driver must maintain current:

- Vehicle registration
- Roadworthy certificate
- Insurance documentation
- Service history records

**7.2 Maintenance Requirements:** Driver shall ensure:

- Regular service intervals
- Daily vehicle checks
- Clean interior and exterior
- Prompt repair of damages

**7.3 Safety Equipment:** Vehicle must be equipped with:

- First aid kit
- Fire extinguisher
- Warning triangle
- Emergency contact information

## **8. TERMINATION CONDITIONS**

**8.1 Immediate Termination:** Swift! may immediately terminate this Contract for:

- Safety violations
- Fraudulent activity
- Criminal conduct
- Serious customer complaints
- Policy violations

**8.2 Performance-Based Termination:** Swift! may terminate this Contract for:

- Consistently low ratings (below 4.5)
- High cancellation rates
- Multiple verified complaints

- Repeated policy violations

## **9. DATA PROTECTION & PRIVACY**

### **9.1 Data Handling:** Driver shall:

- Protect passenger information
- Secure app access credentials
- Maintain confidentiality
- Follow data protection protocols

### **9.2 Driver Data Rights:** Driver may access:

- Personal data
- Performance statistics
- Earnings records
- Rating information

## **10. DISPUTE RESOLUTION**

### **10.1 Resolution Process:**

- Initial complaint via Live Chat support
- Formal review by Swift! support team
- Mediation if necessary
- Final decision by Swift! management

## **11. VEHICLE OPERATING HOURS**

### **11.1 Safety Limits:**

- Maximum 12 consecutive driving hours
- Minimum 6-hour rest period
- Maximum 72 hours per week
- Mandatory break after 4 hours

## **12. ACCOUNT SECURITY**

### **12.1 Strict Prohibitions:**

- Account sharing is strictly forbidden
- Violations result in immediate termination
- Legal action may be taken for fraudulent use

## 13. INTELLECTUAL PROPERTY RIGHTS

13.1 **Ownership:** All Swift! intellectual property, including but not limited to the app, logo, brand name, and technology, remains the exclusive property of Swift!.

13.2 **Usage Restrictions:** Driver shall not:

- Use Swift! branding without authorization
- Modify the app
- Reverse engineer Swift! technology
- Copy proprietary material

## 14. COMPETITION & NON-COMPETE

14.1 **Permitted Activities:** Driver may:

- Use multiple ride-hailing apps
- Provide independent transport services
- Operate personal business ventures
- Maintain other employment

14.2 **Prohibited Activities:** Driver shall not:

- Divert Swift! customers
- Share confidential information
- Misuse customer data
- Damage Swift! brand reputation

## 15. CONFIDENTIALITY

15.1 **Protected Information:** Driver shall maintain confidentiality of:

- Customer details
- Business processes
- Technical information
- Pricing strategies
- Operating procedures

15.2 **Duration:** These confidentiality obligations extend:

- During the partnership
- Post-termination
- As required by law

# 16. FORCE MAJEURE

16.1 **Covered Events:** Neither party shall be liable for failure to perform due to:

- Natural disasters
- Civil unrest
- National emergencies
- Pandemic situations
- System-wide failures

# 17. AMENDMENTS

17.1 Swift! reserves the right to modify this Contract with notice to Driver.

# 18. GOVERNING LAW

18.1 This Contract shall be governed by the laws of South Africa.

# 19. SEVERABILITY

19.1 If any provision is found invalid, the remainder of the Contract shall remain in effect.

# 20. ENTIRE AGREEMENT

20.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements.

# 21. ACCEPTANCE

By accessing or using the Swift! Platform, Driver acknowledges and agrees to all terms outlined in this Contract.

## DRIVER CONFIRMATION:

Driver Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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**FOR SWIFT! TECHNOLOGIES (PTY) LTD.:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_