**SWIFT! UNIVERSAL TERMS & CONDITIONS**

**For Drivers and Passengers**

**Last Updated: 1 April 2025**

You can download an offline version of these Terms for your record and future reference [Swift! Universal Terms & Conditions (ZA) (in ENG) (effective as of 01.04.2025)].

**INTRODUCTION**

These Universal Terms and Conditions set forth the main terms and conditions applying to and governing the usage of the Swift! Services. Depending on whether you are using Swift! as a Driver or Passenger, different sections of these terms will apply to you. In order to use Swift! Services, you must agree to the terms and conditions set forth below.

**1. DEFINITIONS**

1.1. **Swift!** (also referred to as "we", "our" or "us") -- Newgate Holdings South Africa (Pty) Ltd trading as Swift!, a private company registered in South Africa (Company Registration Number 2024/524470/07), whose place of business is at 15 Alice Lane, Sandhurst, Sandton 2169, but also Swift! group companies and partners. Swift! group shall mean (a) companies in which Newgate Holdings SA (Pty) Ltd exercises control (for example subsidiaries of Newgate Holdings SA (Pty) Ltd). Swift! partners shall mean local representatives, affiliates, agents etc appointed by Newgate Holdings SA (Pty) Ltd.

1.2. **Swift! Services** -- services that Swift! provides, including provision and maintenance of Swift! App, Swift! Platform, In-app Payment, customer experience support, communication between the Driver and the Passenger and other similar services.

1.3. **Swift! App** -- a smartphone application for Drivers and Passengers to request and receive Transportation Services.

1.4. **Swift! Platform** -- technology connecting Passengers with Drivers to help them move around cities more efficiently.

1.5. **Passenger** -- a person requesting Transportation Services by using Swift! Platform.

1.6. **Driver** -- the person providing Transportation Services via the Swift! Platform. Each Driver will get a personal Swift! Driver Account to use Swift! App and Swift! Platform.

1.7. **Agreement** -- this agreement between User (Driver or Passenger) and Swift! regarding the use of Swift! Services which consists of: 1.7.1. these Universal Terms; 1.7.2. special terms displayed in Swift! App, e.g. regarding price info or service descriptions; 1.7.3. the Driver guidelines (applicable to Drivers); and 1.7.4. other terms referred to in this Agreement as may be amended from time to time.

1.8. **Fare** -- the fee a Passenger is obliged to pay Driver for provision of the Transportation Services.

1.9. **Swift! Fee** -- the fee that Driver is obliged to pay to Swift! for using the Swift! Platform.

1.10. **In-app Payment** -- cards, carrier billing and other payment methods used by the Passenger via the Swift! App to pay for the Transportation Services.

1.11. **Swift! Driver Account** -- access to the Driver's personalized section in the Swift! App containing information and documents regarding usage of the Swift! Services in course of provision of Transportation Services, including accounting documentation.

1.12. **Tip** - a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.

1.13. **Transportation Services** -- transport service a Driver is providing to Passenger whose request Driver has accepted through the Swift! App.

1.14. **User** -- any person who has registered a Swift! account as either a Driver or Passenger.

1.15. **Service Termination Charge** -- a fee a Passenger may be obliged to pay when cancelling a transportation request after a certain time period.

**2. RELATIONSHIP BETWEEN SWIFT!, DRIVERS, AND PASSENGERS**

2.1. Swift! provides an information society service and does not provide Transportation Services. By providing the Swift! Platform and Swift! Services, Swift! acts as a marketplace connecting Passengers with Drivers to help them move around cities more efficiently. Transportation Services are provided by Drivers under a contract with Passengers for the carriage of passengers.

2.2. Drivers provide Transportation Services on an independent basis (either in person or via a company) as economic and professional service providers. Swift!, as the operator of Swift! App, acts as the commercial agent of the Drivers for the mediation of conclusion of contracts between the Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards the payments to the Driver.

2.3. No employment agreement nor an employment relationship has been or will be established between Swift! and Drivers. Drivers may not act as employees, agents or representatives of Swift! nor bind any contract on behalf of Swift!.

2.4. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of Transport Services will be resolved between the Passengers and Drivers. Data regarding the Drivers and their Transport Service is available in the Swift! App and receipts for journeys are sent to the email address listed in Passenger's profile.

**3. REGISTRATION AND ACCOUNT**

**FOR DRIVERS:**

3.1. Prior to using the Swift! Services as a Driver, you must sign up by providing the requested information in the signup application on the Swift! App available on Google Play Store, Apple App Store, and AppGallery, and uploading the necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successful completion of the signup application, we will provide you with a personal account accessible via a username and password.

3.2. By signing up as a Driver, you represent and warrant that: 3.2.1. pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the Swift! Platform for providing the Transportation Service; 3.2.2. you have carefully studied, fully understand and agree to be bound by these Terms, including all obligations that arise as provided herein and from Agreement; 3.2.3. all the information you have presented to us is accurate, correct and complete; 3.2.4. you will keep Swift! Driver Account accurate and profile information updated at all times; 3.2.5. you will not authorize other persons to use your Swift! Driver Account nor transfer or assign it to any other person; 3.2.6. you will not use the Swift! Services for unauthorized or unlawful purposes and impair the proper operation of the Swift! Services; 3.2.7. at all times, you fully comply with all laws and regulations applicable in the state you are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services.

3.3. As a Driver, you are obliged to provide your bank requisites during registration. In case you are a legal person, you must insert the bank account of the company. Swift! is transferring In-app Payment fees to the bank account that you have provided. Swift! is not liable for any incorrect money transactions in case you have provided wrong bank requisites.

3.4. After submitting the Driver signup application, you will receive an e-mail with additional conditions that must be met in order to use Swift! Services. These conditions may include providing criminal records, valid driving license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. The failure to comply with these requirements and conditions may result in termination of the Agreement.

**FOR PASSENGERS:**

3.5. To use the Swift! App as a Passenger, you must install the app and register an account. During installation, your mobile number is linked to your Swift! user account and added to our database. If you are no longer using your mobile number, you must notify Swift! within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator might assign the same mobile number to another person who could potentially access your data.

3.6. As a Passenger, you may choose to pay the Driver for the Transport Service directly or use Swift! In-App Payment. If you choose to use In-App Payment, you must activate a payment method in the Swift! App.

**FOR ALL USERS:**

3.7. To ensure safety on the Swift! Platform, Swift! may ask you to verify your identity. If Swift! cannot verify your identity, the Swift! Service may be suspended until the verification process is completed.

3.8. You may not transfer your rights and obligations deriving from these Terms or Agreement to any third party.

**4. LICENSE TO USE SWIFT! APP**

4.1. As long as you comply with these Terms, Swift! grants you a royalty-free, revocable, non-exclusive right to access and use the Swift! App in accordance with these Terms, the Privacy Notice, and the applicable app-store terms.

4.2. When using the Swift! App, you may not: 4.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Swift! App, the Swift! Driver Account or other software of Swift!; 4.2.2. modify the Swift! App or the Swift! Driver Account in any manner or form or use modified versions of the Swift! App or Swift! Driver Account; 4.2.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Swift! Platform; 4.2.4. attempt to gain unauthorized access to the Swift! App, Swift! Driver Account or any other Swift! Services.

4.3. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement, you must immediately stop using the Swift! App and the Swift! Driver Account, and Swift! is entitled to block and delete your account without prior notice.

4.4. For Drivers, Swift! may also provide tags, labels, stickers or other signs that refer to Swift! brand. Swift! grants Drivers a non-exclusive, non-sublicensable, non-transferable license to use such signs solely for the purpose of indicating they are providing Transportation Services via the Swift! Platform. After termination of the Agreement, Drivers must immediately remove and discard any signs that refer to Swift! brand.

4.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Swift! and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Swift! Platform or any other Swift! Services, you do not acquire any rights of ownership to any intellectual property.

**5. PROVIDING AND ORDERING TRANSPORTATION SERVICES**

**FOR DRIVERS:**

5.1. As a Driver, you guarantee to provide Transportation Services in accordance with these Terms, Agreement, and applicable laws and regulations. You are fully liable for any violation of any local laws and regulations arising from providing Transportation Services.

5.2. You must have all licenses (including a valid driver's license), permits, car insurance, liability insurance (if applicable), registrations, certifications and other documentation required in the applicable jurisdiction for providing Transportation Services. Swift! reserves the right to require you to present evidence and submit for review all necessary licenses, permits, approvals, authority, registrations and certifications.

5.3. You must provide Transportation Services in a professional manner, including: (i) taking the route least costly for the Passenger unless requested otherwise; (ii) not making unauthorized stops; (iii) not having other passengers in the vehicle other than those who requested the service and their companions; and (iv) adhering to traffic laws and regulations.

5.4. You retain the sole right to determine when you are providing Transportation Services and may accept, decline or ignore Transportation Services requests at your choosing.

5.5. You are responsible for all costs incurred while providing Transportation Services including fuel, mobile data, duty fees, amortization of the vehicle, insurance, taxes, etc.

**FOR PASSENGERS:**

5.6. When you order a transport service through the Swift! App and a Driver accepts it, the transport service is considered to be ordered.

5.7. Once a Driver confirms they will complete your journey, you enter into a separate agreement with the Driver for the provision of the journey. Swift! is not a party to this agreement.

5.8. You may cancel an ordered Transport Service, but if you cancel after a certain time period specified in the Swift! App, you will be required to pay a Service Termination Charge.

5.9. If you cancel transport service requests multiple times within 24 hours, Swift! may temporarily block your account as a warning. After multiple warnings, your account may be suspended for a longer period (e.g., 6 months), after which you could request reactivation.

5.10. When a Driver notifies you about the arrival at your pickup location and you or the people for whom the transport was ordered do not arrive at the vehicle within the time period specified in the Swift! App, the request will be deemed cancelled and you may be charged a Service Termination Charge.

5.11. Once the Driver arrives and sends a notification, the Swift! App may begin charging fare on a waiting time basis according to the rates specified in the Swift! App.

**FOR ALL USERS:**

5.12. If Passengers cause damage to the Driver's vehicle or its furnishings (including but not limited to staining, damaging, or causing unpleasant odors), the Driver will have the right to require the Passenger to pay a penalty and require compensation for any damages exceeding the penalty. If the Passenger does not pay, Swift! may pursue the claims on behalf of the Driver.

**6. FARES AND PAYMENTS**

**FARES:**

6.1. Drivers are entitled to charge a Fare for each completed Transportation Service. The Fare is calculated based on a default base fare, the distance of the journey as determined by GPS, and the duration of the travel. The default base fare may fluctuate based on local market conditions.

6.2. A Passenger may be offered an Upfront Fare option, allowing them to agree to a fixed Fare before requesting a ride. The standard Fare calculation will apply instead if the Passenger changes the destination, the ride takes longer than estimated due to traffic, or other circumstances materially impact the ride characteristics.

**IN-APP PAYMENT:**

6.3. Swift! may enable Passengers to pay for Transportation Services via cards, carrier billing and other payment methods directly in the Swift! App. Drivers authorize Swift! as their commercial agent to receive the Fares paid by Passengers via In-app Payment and to forward relevant funds to Drivers.

6.4. Passengers may choose whether to pay the Driver directly or use the In-App Payment. Payments for Swift! Business rides are handled by a separate agreement for Business journeys. When using In-App Payment, the payment obligation is considered fulfilled when the payment has been made.

6.5. Drivers may not refuse payment via the In-app Payment or influence the Passenger against using In-app Payment. Swift! may charge Drivers a contractual penalty of R300 for each unjustified refusal and/or block the Driver's right to use Swift! Services in case of repetitive behavior.

6.6. Swift! will forward Fares and Tips paid via In-app Payment to Drivers on a periodic basis, typically weekly. Swift! will set off any Fares against amounts Drivers are obliged to pay to Swift! (e.g., Swift! Fees and contractual penalties).

6.7. If a payment via In-App Payment fails due to the Passenger's credit card being cancelled or for other reasons, Swift! is not obliged to pay the Driver the corresponding Fare. In such cases, Swift! will help request the Fare from the Passenger and forward it to the Driver once payment is received.

6.8. Before providing Transportation Services, Drivers must verify that the service is being provided to the correct Passenger or someone the Passenger has expressly allowed to ride under their account. If a Driver makes a mistake and charges the wrong person, Swift! will reimburse that person, and the Driver will not receive the Fare. Additionally, Swift! may charge the Driver a contractual penalty up to R200 for each wrongfully applied In-app Payment.

6.9. Passengers are responsible for ensuring their payment takes place and that sufficient funds are available when using In-App Payment. Swift! is not responsible for third-party payment costs (e.g., mobile operator fees, bank fees) that may be charged when processing In-App Payments.

**PROMOTIONAL CODES:**

6.10. Swift! may distribute promotional codes to Passengers on a per-promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the service, subject to additional terms established on a per promotional code basis.

6.11. Promotional codes apply only per ride basis and cannot carry over to the next trip. Only one promotional code may be applied per trip. If the trip amount exceeds the promotional credit, the balance will be automatically deducted from the Passenger's payment method.

6.12. Drivers are required to accept the use of promotional codes when Passengers apply them in-app to trips using card payment. Promotional codes may not be applied to cash-paid trips.

6.13. Swift! reserves the right to cancel any promotional code at any time for any reason, including if Swift! deems that codes are being used unlawfully or fraudulently, those issued mistakenly, or those which have expired.

**TIPS:**

6.14. In some markets, Passengers may be given the option to Tip Drivers after a successful provision of Transportation Services. Tips can only be provided through means authorized by Swift! for Tipping.

6.15. Swift! will not collect a commission on Tips paid by Passengers. Drivers are obliged to fully comply with any tax obligations arising from receiving Tips.

6.16. Swift! may limit the maximum value of a Tip at its sole discretion and may withhold Tips if their payment is suspected as being fraudulent, illegal, or for a purpose other than as a gratuity.

**7. SWIFT! FEES AND CHARGES**

7.1. Drivers are obliged to pay a Swift! Fee for using the Swift! Services. The Fee is calculated based on the amount payable for each Transportation Service order accepted, including Service Termination Charges. The amount of the Fee will be communicated via e-mail, Swift! App, Swift! Driver Account or other means.

7.2. Swift! Fees may change from time to time based on dynamic commission pricing that considers supply and demand balance, ride characteristics, and applicable campaign conditions. Fees will not exceed the highest rate communicated to Drivers, though this highest rate may be increased with prior notice.

7.3. Drivers must pay the Swift! Fee and any other fees due to Swift! for the previous month by the 15th of the following month. Swift! may set limits on the maximum amount of fees due at any given time to limit non-payment risk. Late payments incur a penalty of 0.04% of the unpaid amount per day.

7.4. When a Driver owes any amount from using the Swift! App or related services, Swift! may request payment in the Driver's next order either directly to Swift! or to another driver in fulfillment of this obligation.

**8. RATINGS AND ACTIVITY**

8.1. Passengers may provide ratings and feedback regarding the quality of Transportation Services provided by Drivers. A Driver's average rating will be linked to their account and available to Passengers. Ratings not given in good faith may be excluded from the calculation.

8.2. Swift! measures Drivers' activity levels and provides an activity score based on their acceptance, decline, non-response, and completion rates for Transportation Service requests.

8.3. Swift! may determine minimum average ratings and activity scores that Drivers must maintain. If a Driver does not increase their rating or score to minimum levels after notification, their account may be suspended temporarily or permanently.

8.4. Passengers are asked to complete feedback forms after each journey to help improve service quality.

**9. CUSTOMER SUPPORT**

9.1. Swift! provides customer experience support to both Drivers and Passengers regarding the use of Swift! Services. For Drivers, Swift! may stop providing support if payments due to Swift! are delayed by more than 5 calendar days.

9.2. For In-App Payment issues, support can be contacted through the help section in the Swift! App. Inquiries submitted through the Swift! App will receive a response within one business day, and complaints will be resolved within two business days.

**10. MARKET OVERVIEWS AND CAMPAIGNS**

10.1. Swift! may send Drivers market overviews via the Swift! App, Swift! Driver Account, SMS, email or other means to increase awareness about peak passenger demand times. These overviews are recommendatory only and do not create obligations for Drivers.

10.2. Swift! may provide campaigns for Drivers guaranteeing minimum income for providing Transportation Services within specified timeframes. If the specified minimum is not reached, Swift! will compensate the gap according to the specific requirements and conditions communicated.

10.3. Swift! may arrange promotional campaigns for Passengers to promote the Swift! Platform. If Passenger Fares are reduced during such campaigns, Swift! will compensate Drivers for the monetary value of the benefit offered to Passengers.

**11. TERM, SUSPENSION, AND TERMINATION**

11.1. Users may terminate the Agreement at any time by notifying Swift! at least 7 days in advance, after which their right to use Swift! Services shall terminate. Swift! may terminate the Agreement at any time and for any reason at its sole discretion by providing at least 3 days' advance notice.

11.2. Swift! may immediately terminate the Agreement and block access to the Swift! Platform without notice if a User: 11.2.1. Breaches these Terms or the Agreement 11.2.2. Violates applicable laws or regulations 11.2.3. Disparages Swift! or causes harm to Swift!'s brand, reputation, or business In such cases, Swift! may prohibit the User from registering a new account.

11.3. Swift! may immediately suspend (block) a User's access to the Swift! Platform during an investigation of suspected Agreement infringement or fraudulent activity. The suspension will be removed if the investigation disproves such suspicions.

11.4. Swift! may terminate a Driver's Agreement without notice if they fail to meet minimal service requirements, such as maintaining minimum ratings and activity scores.

11.5. Additional requirements and safeguards provided in the Consumer Protection Act 68 of 2008 and the Protection of Personal Information Act 4 of 2013 (POPIA) shall apply where termination or blocking affects the rights of Drivers providing Transportation Services in South Africa.

11.6. Drivers have the right to challenge termination, blocking, or other alleged non-compliance by Swift! with South African law through the Internal Complaint-Handling System Rules for Business Users of Swift!.

**12. PRIVACY AND PERSONAL DATA**

12.1. User personal data will be processed in accordance with the Privacy Notice, which can be requested from Swift! customer support.

12.2. Swift! has access to personal data and other data provided or generated in connection with using the Swift! Services. Swift! will take reasonable steps to ensure confidentiality and comply with applicable Privacy Policies and laws. Swift! maintains access to such data even after Agreement termination.

12.3. Users have access to their personal and other data through their Swift! accounts and must take reasonable steps to ensure confidentiality and comply with applicable Privacy Policies and laws regarding any personal data they may access.

**13. LIABILITY**

13.1. The Swift! Platform is provided on an "as is" and "as available" basis. Swift! does not represent, warrant or guarantee that access to the Swift! Platform will be uninterrupted or error free. Swift! does not guarantee that using the Swift! Platform will result in Transportation Service requests or offers.

13.2. To the maximum extent permitted under applicable law, Swift! and its representatives, directors and employees are not liable for any loss or damage that may incur as a result of using the Swift! Services, including but not limited to: 13.2.1. Direct or indirect property damage or monetary loss 13.2.2. Loss of profit or anticipated savings 13.2.3. Loss of business, contracts, contacts, goodwill, reputation or business interruption 13.2.4. Loss or inaccuracy of data 13.2.5. Any other type of loss or damage

13.3. Swift!'s financial liability in connection with violating these Terms or Agreement will be limited in accordance with applicable law. Claims for damages may only be made if Swift! has deliberately violated the Terms or Agreement.

13.4. Swift! is not liable for the actions or non-actions of Passengers or Drivers toward each other. Swift! is not liable for any loss or damage incurred as a result of the actions or non-actions of the Passenger, Driver, or co-passengers.

13.5. Users shall be fully liable for breach of these Terms, Agreement, or any applicable laws or regulations and must stop and remedy such breach immediately upon notification from Swift! or any state authority. Users shall indemnify Swift! for any direct and/or indirect loss, loss of profits, expense, penalty, or fine that Swift! may incur in connection with the User's breach of Terms, Agreement, laws, or regulations.

**14. AMENDMENTS TO TERMS**

14.1. Swift! reserves the right to amend these Terms anytime by making the revised version available through the Swift! App and notifying Users via e-mail, Swift! App or account whenever such amendments are material.

14.2. Swift! shall provide at least 15 days advance notice about amendments that affect the rights of Users, unless: 14.2.1. Swift! is subject to a legal or regulatory obligation requiring immediate amendment 14.2.2. Immediate amendment is required to address an unforeseen and imminent danger related to health, safety, cybersecurity risks, or to defend against fraud, malware, spam, or data breaches 14.2.3. The User has elected to waive the advance notice period (e.g., by continuing to use Swift! Services after receiving amendment notice) 14.2.4. In Swift!'s reasonable opinion, the amendments are beneficial for Users and do not require technical adjustments

14.3. If a User does not agree to the amendments, they have the right to terminate the Agreement by discontinuing use of the Swift! Services and providing termination notice to Swift!. The termination takes effect on the effective date of the proposed amendment, unless otherwise specified in the termination notice. Continued use of Swift! Services on or after the effective date constitutes consent to the amended Terms.

**15. NOTICES**

15.1. Users are obliged to immediately notify Swift! of any changes to their contact information.

15.2. Any notice required under these Terms shall be sufficiently given if: 15.2.1. Delivered personally 15.2.2. Sent by courier with proof of delivery 15.2.3. Sent by registered mail 15.2.4. Sent by e-mail 15.2.5. Made available via the Swift! App or account

15.3. Any notice sent in accordance with the above shall be deemed received: 15.3.1. If delivered personally, at the time of delivery 15.3.2. If delivered by courier, on the date stated by the courier as the delivery date 15.3.3. If sent by registered mail, on the 10th day after handing it to the post office 15.3.4. If made available via the Swift! App or account 15.3.5. If sent by e-mail, on the day the recipient confirms receipt or on the 2nd day following dispatch if no error notice is received and the email was resent on the next calendar day

**16. APPLICABLE LAW AND JURISDICTION**

16.1. These Terms and the Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes that cannot be settled by negotiations shall be resolved in the High Court of South Africa, Gauteng Division, Johannesburg.

**17. FINAL PROVISIONS**

17.1. If any provision of these Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

**Date of entry into force: 1 April 2025**