

Driver Service Agreement

Legal Terms and Conditions for Swift! Drivers

1. Introduction

This Agreement is entered into between Swift! ("the Company") and the Driver ("you"). This Agreement governs your participation as a driver on the Swift! platform and outlines the terms and conditions of our partnership.

Important Notice

By accepting this agreement, you acknowledge that you are entering into a legally binding contract. Please read all terms carefully before proceeding.

2. Commission Structure

Dynamic Commission System

Swift! implements a dynamic commission structure with a maximum rate of 23% and conditional decreases of up to 10%. This system is designed to optimize earnings for drivers while maintaining service quality.

Service Type	Commission Rate	Notes
Standard Service	13-23%	Standard rate with dynamic adjustments

Service Type	Commission Rate	Notes
Swift! Xpress	18% (Fixed)	Parcel delivery service
Dynamic Decrease	Up to 10% off	Applied based on conditions

Commission Factors

The following factors influence dynamic commission reductions:

- Time of day
- Available ride requests
- Area demand
- Ongoing promotions
- Service category

3. Payment Terms

Standard Payment Schedule

Payments are processed weekly to all drivers. The payment week runs from Monday 00:00 to Sunday 23:59.

Early Cash-Out Feature

Regular drivers meeting performance criteria gain access to early cash-out functionality:

- Available through the payment screen in the driver app
- Subject to performance review
- Maximum daily withdrawal limits apply
- Processing fees may apply for instant withdrawals

4. Insurance and Security

Current Requirements

Drivers are required to maintain their own valid insurance coverage that meets local regulatory requirements.

Swift! Security Provisions

- 24/7 security monitoring
- In-app emergency assistance
- Crime prevention facilities
- Real-time incident response

Future Insurance Benefits

Swift! is developing partnerships with local insurance providers to offer:

- Discounted insurance rates for Swift! drivers
- Specialized coverage packages
- Streamlined claims processing
- Combined security and insurance benefits

This is Part 1 of the Driver Service Agreement. Please continue to Part 2 for additional terms and conditions.

Driver Service Agreement

Part 2: Obligations, Requirements, and Terms

5. Driver Obligations & Responsibilities

Core Responsibilities

- ✓ Maintain valid driver's license and 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

Service Standards

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

Safety Requirements

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

6. Vehicle Standards & Maintenance

Vehicle Documentation

- ✓ Valid vehicle registration
- ✓ Current roadworthy certificate
- ✓ Insurance documentation
- ✓ Service history records

Maintenance Requirements

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

Safety Equipment

- ✓ First aid kit
- ✓ Fire extinguisher
- ✓ Warning triangle
- ✓ Emergency contact info

7. Service Quality Standards

Customer Service

- ✓ Professional appearance
- ✓ Courteous behavior

Performance Metrics

- ✓ Rating maintenance
- ✓ On-time performance

- ✓ Timely service
- ✓ Clear communication

- ✓ Customer feedback
- ✓ Completion rates

8. Termination Conditions

Grounds for Immediate Termination

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

Performance-Based Termination

The following may result in account deactivation:

- ✓ Consistently low ratings (below 4.5)
- ✓ High cancellation rates
- ✓ Multiple verified complaints
- ✓ Repeated policy violations

9. Data Protection & Privacy

Data Handling

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

Driver Data Rights

- ✓ Access to personal data
- ✓ Performance statistics
- ✓ Earnings records
- ✓ Rating information

Privacy Requirements

- ✓ Passenger privacy
- ✓ Location data protection
- ✓ Secure communication
- ✓ Data retention policies

10. Dispute Resolution

Resolution Process

1. Initial complaint via Live Chat support
2. Formal review by Swift! support team
3. Mediation if necessary
4. Final decision by Swift! management

Contact Information

For disputes and concerns:

- ✓ Use Live Chat in the app (preferred method)
- ✓ Email: security@swift.co.za

By continuing to use the Swift! platform, you acknowledge and agree to all terms outlined in Parts 1 and 2 of this agreement.

Driver Service Agreement

Part 3: Driver Requirements & Platform Usage

11. Driver Eligibility Requirements

Essential Requirements

- ✓ Minimum age: 21 years
- ✓ Valid South African driver's license (minimum 2 years)
- ✓ Professional Driving Permit (PrDP)
- ✓ Clean criminal record
- ✓ Proof of residence

Background Verification

- ✓ Criminal background check
- ✓ Driver's license verification
- ✓ Traffic violation check
- ✓ Reference verification

Experience Requirements

- ✓ Minimum 2 years driving experience
- ✓ Knowledge of local roads
- ✓ Smartphone proficiency

- ✓ Customer service experience

12. Platform Rules

Device Requirements

- ✓ Smartphone (Android 8.0+ or iOS 13+)
- ✓ Minimum 2GB RAM
- ✓ Active data connection
- ✓ GPS functionality

App Requirements

- ✓ Latest Swift! Driver App version
- ✓ Location services enabled
- ✓ Push notifications enabled
- ✓ Background app refresh

Navigation Guidelines

- ✓ Follow in-app navigation
- ✓ Real-time traffic updates
- ✓ Route optimization
- ✓ Passenger route preferences

13. App Usage & Security

Security Protocols

- ⚠ Two-factor authentication required
- ⚠ Regular password updates
- ⚠ Unique device identification
- ⚠ Encrypted data transmission

Login Security

- ✓ Minimum 8-character passwords
- ✓ Biometric authentication
- ✓ PIN protection
- ✓ Auto-logout features

Device Management

- ✓ Maximum 2 registered devices
- ✓ Remote device deactivation
- ✓ Secure app updates
- ✓ Data backup protocols

14. Vehicle Operating Hours

Safety Limits

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

Peak Operations

- ✓ Morning: 06:00 - 09:00
- ✓ Evening: 16:00 - 19:00
- ✓ Weekend nights: 18:00 - 02:00
- ✓ Special event coverage

Holiday Operations

- ✓ Premium rates apply
- ✓ Extended service hours
- ✓ Special event protocols
- ✓ Surge pricing periods

15. Account Sharing & Security

Strict Prohibitions

- ⚠ Account sharing strictly forbidden
- ⚠ Immediate termination for violations
- ⚠ Legal action for fraudulent use

⚠️ Zero tolerance policy

Violation Consequences

- ✓ Immediate account suspension
- ✓ Investigation process
- ✓ Earnings withheld
- ✓ Permanent deactivation

Security Measures

- ✓ Regular identity verification
- ✓ Real-time photo checks
- ✓ Activity monitoring
- ✓ Location verification

Continue to Part 4 for Performance & Quality Standards.

Driver Service Agreement

Part 4: Performance & Quality Standards

16. Rating System

Rating Requirements

Drivers must maintain a minimum rating of 4.5 stars to remain active on the platform.

Rating Range	Status	Action
4.8 - 5.0	Excellent	Eligible for rewards program
4.5 - 4.7	Good	Standard operation
4.3 - 4.4	Warning	Performance review required
Below 4.3	Critical	Account suspension risk

Rating Factors

- ✓ Driving safety
- ✓ Vehicle cleanliness
- ✓ Route efficiency
- ✓ Customer service

Rating Appeals

- ✓ Appeal within 7 days
- ✓ Provide supporting evidence
- ✓ Submit via Live Chat

✓ Professionalism

✓ Review process: 48 hours

17. Quality Control Standards

Vehicle Standards

- ✓ Weekly exterior cleaning
- ✓ Daily interior cleaning
- ✓ Regular maintenance checks
- ✓ Air conditioning functional
- ✓ No visible damage

Service Standards

- ✓ Professional appearance
- ✓ Punctual pickup
- ✓ Courteous communication
- ✓ Safe driving practices
- ✓ Route optimization

Documentation

- ✓ Updated licenses
- ✓ Valid permits
- ✓ Insurance coverage
- ✓ Vehicle registration
- ✓ Maintenance records

18. Ride Cancellation Policies

Cancellation Limits

- ⚠️ Maximum 5% weekly cancellation rate
- ⚠️ Excessive cancellations lead to review
- ⚠️ Pattern cancellations investigated

Valid Cancellation Reasons

- ✓ Safety concerns
- ✓ Technical issues
- ✓ Emergency situations
- ✓ Passenger no-show (5+ minutes)

Invalid Cancellation Reasons

- ⚠️ Short trip distance
- ⚠️ Undesirable destination
- ⚠️ Payment method preference
- ⚠️ Discriminatory reasons

19. Performance Reviews & Training

Regular Reviews

- ✓ Monthly performance analysis
- ✓ Quarterly assessments
- ✓ Annual comprehensive review

Training Requirements

- ✓ Initial orientation
- ✓ Safety refresher courses
- ✓ Customer service training
- ✓ App updates training

- ✓ Feedback sessions

Improvement Program

- ✓ Performance improvement plans
- ✓ Mentorship options
- ✓ Skill development
- ✓ Progress monitoring

20. Quality Assurance Program

Quality Monitoring

Swift! maintains continuous quality monitoring through:

- ✓ Real-time performance tracking
- ✓ Customer feedback analysis
- ✓ GPS route monitoring
- ✓ Service time analysis

Rewards Program

Support Resources

- ✓ Performance bonuses
- ✓ Recognition awards
- ✓ Priority dispatch
- ✓ Special promotions access

- ✓ 24/7 Live Chat support
- ✓ Training materials
- ✓ Performance analytics
- ✓ Community forums

Continue to Part 5 for Legal & Business Terms.

Driver Service Agreement

Part 5: Legal & Business Terms

21. Intellectual Property Rights

Property Rights

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

Protected Elements

- ✓ Swift! brand name and logo
- ✓ Mobile applications
- ✓ Website content
- ✓ Technical systems
- ✓ Business processes

Usage Restrictions

- ⚠ No unauthorized brand use
- ⚠ No app modification
- ⚠ No reverse engineering
- ⚠ No unauthorized copying

22. Competition & Non-Compete

Key Provisions

While Swift! does not restrict drivers from using other platforms, certain competitive practices are prohibited.

Permitted Activities

- ✓ Using multiple ride-hailing apps
- ✓ Independent transport services
- ✓ Personal business ventures
- ✓ Other employment

Prohibited Activities

- ⚠ Diverting Swift! customers
- ⚠ Sharing confidential information
- ⚠ Misusing customer data
- ⚠ Damaging brand reputation

23. Force Majeure

Covered Events

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

Protocols

- ✓ Service suspension rights
- ✓ Emergency communications
- ✓ Safety procedures
- ✓ Recovery measures

24. Confidentiality & Non-Disclosure

Confidential Information

Drivers must maintain strict confidentiality of all non-public information accessed through Swift!

Protected Information

- ✓ Customer details
- ✓ Business processes
- ✓ Technical information
- ✓ Pricing strategies

Duration

- ✓ During partnership
- ✓ Post-termination period
- ✓ Permanent obligations
- ✓ Legal requirements

✓ Operating procedures

25. Final Provisions

Governing Law

This agreement is governed by the laws of South Africa.

Amendments

Swift! reserves the right to modify these terms with notice to drivers.

Severability

If any provision is found invalid, the remainder stays in effect.

Agreement Confirmation

By continuing to use the Swift! platform, you acknowledge and agree to all terms outlined in Parts 1-5 of this agreement.

Driver Name: _____

Date: _____

Signature: _____