

TERMS AND CONDITIONS - Rapico

www.pickagoo.com

Effective date: 1st December 2023

Section 1: Introduction

1.1 Overview

Welcome to pickagoo (the "Platform"), operated by Rapico Pte. Ltd. ("Rapico", "we", "us", "our"). The Platform is an innovative service allowing individuals and merchants in Singapore to post and accept delivery jobs, connecting them with freelance delivery agents. Our services are designed to be commission-free, fostering direct engagement between job posters and agents.

1.2 Purpose

This document, the Terms and Conditions ("Terms"), governs your access to and use of pickagoo. By accessing or using the Platform, you agree to be bound by these Terms.

Section 2: Acceptance of Terms

2.1 Binding Agreement

By registering, accessing, or using our services, you agree to be legally bound by these Terms. If you do not agree to these Terms, you must not use our services.

Section 3: User Registration and Accounts

3.1 Account Creation

To use the Platform, you must register and create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.2 Account Security

You are responsible for safeguarding your account password and you agree not to disclose your password to any third party. You must immediately notify us of any unauthorized use of your account.

Section 4: Privacy Policy Reference

4.1 Commitment to Privacy

Your privacy is important to us. Our Privacy Policy, available at [insert URL], explains how we collect, use, disclose, and protect your personal data.

Section 5: User Conduct and Responsibilities

5.1 Acceptable Use

You agree to use the Platform only for lawful purposes and in a manner consistent with its intended use. You must not use the Platform for fraudulent activities, to infringe upon the rights of others, or to violate any applicable local, national, or international law or regulation.

5.2 Interaction with Other Users

You are solely responsible for your interactions with other users. While we facilitate connections between users, we are not involved in the actual transactions or agreements made between them.

Section 6: Content Standards and Restrictions

6.1 Content Responsibility

You are responsible for any content you post on the Platform and agree to comply with all applicable laws regarding online conduct and acceptable content.

6.2 Prohibited Content

You must not post content that is illegal, offensive, defamatory, obscene, or that promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group.

Section 7: Intellectual Property Rights

7.1 Ownership

All intellectual property rights in the Platform and its content are owned by or licensed to us. Except as expressly set out in these Terms, no rights are granted to any intellectual property owned by us or our licensors.

7.2 User Content

You retain ownership of any intellectual property rights that you hold in content you post on the Platform. However, by posting content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, and display such content in connection with the service provided by the Platform.

Section 8: Platform Accessibility and Service Availability

8.1 Service Availability

We strive to ensure that the Platform is available to users, but we do not guarantee uninterrupted or error-free access. We reserve the right to conduct maintenance and updates as necessary.

8.2 Accessibility

While we aim to make the Platform accessible to as many users as possible, we do not guarantee that the Platform or any content on it will always be available or be uninterrupted.

Section 9: Modifications to Services

9.1 Right to Modify

We reserve the right to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.

9.2 User Notification

We will make reasonable efforts to inform users of significant changes to the service, though this is not always possible.

Section 10: Third-Party Links and Integrations

10.1 Third-Party Services

The Platform may contain links to third-party websites or services that are not owned or controlled by Rapico. We assume no responsibility for the content, privacy policies, or practices of any third-party websites or services.

10.2 User Discretion Advised

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by the use of any such content, goods, or services available on or through any such websites or services.

Section 11: Commission and Payment Terms

1. Commission Free

The Platform currently operates on a commission-free basis. It is free to post and accept delivery jobs. We encourage direct, private engagement between job posters and delivery agents.

11.2 Future Changes

We reserve the right to introduce commissions, fees, or paid features in the future. Any such changes will be communicated to our users with adequate notice and will only apply to transactions conducted after the effective date of these changes.

Section 12: No Refund Policy

12.1 No Refunds

In line with our operational model, we do not offer refunds for any services rendered through the Platform. Users are encouraged to thoroughly review the terms of any engagement they enter into via the Platform.

Section 13: Interactions and Private Engagements

13.1 User Autonomy

We provide a platform for users to connect but do not participate in or oversee the specific terms of engagements between delivery agents and job posters.

13.2 No Liability

Rapico shall not be liable for any outcomes, transactions, or disputes arising from private engagements facilitated through the Platform.

Section 14: Limitation of Liability

14.1 Scope of Liability

To the fullest extent permitted by law, Rapico shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses.

14.2 Liability Cap

Our total liability for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Platform.

14.3 Nature of Engagements

The Platform facilitates private engagements between job posters and delivery agents. As such, we are not a party to any agreement made between users.

14.4 Limitation of Liability

We are not liable for any incidents, damages, losses, or disputes arising from private engagements between users. Users are responsible for their interactions and agreements made via the Platform.

5. User Responsibility

Users should exercise due diligence and caution in their interactions. The Platform does not guarantee the accuracy, reliability, or legality of any information provided by users.

Section 15: Dispute Resolution

15.1 Resolution Process

In the event of a dispute between users, or between a user and the Platform, we encourage the parties to resolve the matter amicably. If resolution cannot be achieved, the dispute may be escalated as described in this section.

15.2 Governing Law

All disputes shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of law principles.

Section 16: User Account Security

16.1 Responsibility for Account Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device.

16.2 Notification of Breach

You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

Section 17: Prohibited Uses of the Platform

17.1 Unlawful Activity

You may not use the Platform for any unlawful purpose or in any manner inconsistent with these Terms.

17.2 Harmful Conduct

You are prohibited from using the Platform in a manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform.

Section 18: Reporting and Compliance with Laws

18.1 Reporting Obligations

Users are encouraged to report any violations of these Terms, including any questionable content or behavior.

18.2 Compliance with Local Laws

You agree to comply with all applicable local, state, national, and international laws and regulations in your use of the Platform.

Section 19: Termination and Suspension of Accounts

19.1 Right to Terminate

We reserve the right to terminate or suspend your account and access to the Platform at any time, without notice, for conduct that we believe violates these Terms or is harmful to other users of the Platform, or for any other reason in our sole discretion.

Section 20: Amendments to Terms

20.1 Right to Amend

We reserve the right to amend these Terms at any time. We will notify users of any changes by posting the new Terms on the Platform or through other communications.

20.2 Acceptance of Amended Terms

Continued use of the Platform after any such changes shall constitute your consent to such changes.

Section 21: Governing Law and Jurisdiction

21.1 Governing Law

These Terms shall be governed and construed in accordance with the laws of Singapore, without regard to its conflict of law provisions.

21.2 Jurisdiction

Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Singapore.

Section 22: Product and Service Descriptions

22.1 Accuracy of Descriptions

We aim to ensure that all descriptions and representations of the services provided on the Platform are accurate and up to date. However, we do not warrant that these descriptions are error-free.

22.2 Changes to Services

We reserve the right to modify or discontinue any service or feature without prior notice.

Section 23: Indemnification

23.1 User Indemnification

You agree to indemnify and hold harmless Rapico, its affiliates, officers, agents, employees, and partners from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Platform, your violation of these Terms, or your violation of any rights of another.

Section 24: Feedback and Suggestions

24.1 Submission of Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform ("Feedback"). You may submit Feedback by emailing us or through the contact mechanisms on the Platform.

24.2 Use of Feedback

You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Rapico and you hereby irrevocably assign to us all of your right, title, and interest in and to all Feedback.

Section 25: Contact Information

25.1 Reaching Out

For any questions about these Terms or the Platform, please contact us at [insert contact information].