

Lalamove Delivery Partner Terms of Use

I. General Provisions

Latest Modified: 14 October 2025

1. Lalamove Netherlands B.V. (KVK number: 98247557), a company incorporated in the Netherlands with its registered office at Laarderhoogtweg 25, 1101EB Amsterdam, Netherlands, (“Lalamove”) offers traders (within the meaning of section 14 German Civil Code (Bürgerliches Gesetzbuch)) (“Delivery Partners”, each a “Delivery Partner”) the opportunity to access and use Lalamove’s integrated online system and platform, including all technical infrastructure and the related Software (as defined in clause III.1), accessible through mobile or web applications or websites (“Platform”) in accordance with the provisions set out in these Lalamove Delivery Partner Terms of Use (“Terms of Use”).

2. By accepting these Terms of Use, the Delivery Partner expressly affirms:

- to comply with these Terms of Use;
- to be at least of legal age in Germany; and
- to have the authority to enter into these Terms of Use personally.

II. Lalamove’s Services

1. Intermediary services.

Lalamove provides intermediary and related services through the Platform to independent Delivery Partners and to small businesses, commercial customers and individual customers seeking transportation and/or logistics solutions (collectively “Users”), including but not limited to facilitating the connection between Delivery Partners and Users, providing access to the Platform, and offering support, account management, and other ancillary services necessary for the operation and fulfilment of transportation and delivery tasks (collectively “Services”). The Platform provided by Lalamove enables the Users to request and the Delivery Partners to provide and perform transportation and/or logistic services (“Shipment Delivery”). It remains at the sole discretion of the Users and the Delivery Partners whether to enter into a contract for Shipment Delivery with each other on the Platform. Lalamove acts solely as a disclosed agent and is not a service provider in Shipment Delivery.

2. Relationship between the Delivery Partner and Lalamove.

The relationship between Lalamove and the Delivery Partners is that of an independent contractor. These Terms of Use do not create any joint venture, partnership, or agency relationship. Using any Lalamove-branded materials (e.g. uniforms, stickers) is voluntary and does not create an employment relationship.

3. Acceptance of Shipment Delivery requests.

Upon receiving information regarding the Users and individual shipment requests, the Delivery Partner shall, at its sole discretion, determine whether to accept and fulfil the request for Shipment Delivery.

4. Ranking system.

To allow for an efficient and reliable allocation of Shipment Delivery requests, the Platform employs an automated system to rank and offer Shipment Delivery requests to the Delivery Partners:

- **Main parameter.** The main parameter determining the ranking is the real-time distance between the Delivery Partner's location and the order pick-up location.
- **Application.** For immediate Shipment Delivery, the main parameter is applied using a tiered system based on proximity. The process is as follows: The Shipment Delivery request is first offered to the group of Delivery Partners within the closest proximity tier. If the request is not accepted by a Delivery Partner in this prioritised group within a specified timeframe, the request will be offered to the next tier of Delivery Partners, and so on, until the request is accepted. For scheduled Shipment Delivery, Users' requests are offered to Delivery Partners within certain distance range.
- **Options for influence.** The Delivery Partners have direct and easily accessible options within their Delivery Partner Account to influence the Shipment Delivery requests they are offered by applying filters based on order timing and pickup location to define which requests they are considered for.

5. Conclusion of contracts on the Platform.

A contract for Shipment Delivery concluded on the Platform is solely entered into by the Delivery Partner and the respective User. The Delivery Partner shall be exclusively responsible for the proper performance and fulfilment of all Shipment Deliveries, including liability for any damage to or loss of shipments occurring during the Shipment

Delivery until successful delivery to the User. The Delivery Partner is responsible for complying with all delivery schedules established between the Delivery Partner and the User and shall make all reasonable efforts to deliver the shipment according to the respective delivery schedules established with the User (especially on-time pickup and delivery as requested by the User). The Delivery Partner shall take all reasonable precautions to prevent unauthorised persons from gaining access to any shipment and shall also exercise all reasonable efforts and precautions to prevent the loss of, or damage to, the shipment.

6. Advertising.

The Delivery Partner is not required to use Lalamove signages, sticker or identification badges on his service equipment. If the Delivery Partner decides to use Lalamove signages, sticker or identification badges on his service equipment, the Delivery Partner shall be paid for advertising (in the form of Service Charge (as defined in clause VI.3) discount and/or monetary reward) for Lalamove by using signage, sticker or identification badge.

7. Availability of the Platform.

Lalamove aims to ensure an annual average Platform availability of at least 98.5% for the Services. Periods of unavailability do not include downtime:

- caused by the Delivery Partner's failure to meet the technical requirements for access;
- resulting from errors or disruptions in the data transmission network;
- attributable to the data transmission provider;
- caused by unauthorised access to, or attacks on, Lalamove's systems or those of its agents, unless enabled by intent or gross negligence by Lalamove or its legal representatives or vicarious agents;
- due to force majeure or other circumstances outside Lalamove's control (e.g. power outages, telecommunications disruptions); or
- due to routine maintenance or updates between 11:00 p.m. and 2:00 a.m. or announced essential maintenance.

An interruption must not continue for longer than forty-eight (48) hours.

8. Amendments to the Services.

Lalamove may, at its reasonable discretion, change the scope of the Services, provided that such a change is reasonable for the Delivery Partner with regard to the overall scope of the agreed Service and is made for a valid reason (e.g. remedying subsequent disturbances of equivalence, changes in the scope of licences or other rights of third parties, adapting the technical systems to the state of the art). The Delivery Partner shall be notified of the amended clause in writing (including via text message) at least six (6) weeks before the planned effective date of the amendment. The Delivery Partner reserves the right to terminate the contractual relationship specified in clause IV.3 pursuant to clause XI.1.

III. Use of the Platform

1. Obligations of the Delivery Partner.

While using the Platform, which, for clarity, includes the use of the related software components and programs developed or provided by Lalamove, including the applications, and any related tools, modules or application programming interfaces (“Software”), provided by Lalamove, the Delivery Partner agrees not to:

- rent, lease, sublicense, distribute or transfer copies of the Platform;
- probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach their security or authentication measures;
- modify, adapt, reverse engineer, decompile, disassemble, translate the Software or create derivative works of the Software;
- interrupt the normal operation of the Platform, or use any methods to export or modify the source code of the Software;
- upload or distribute computer viruses, worms, trojans, or malicious codes;
- use any “deep-link”, “page-scrape”, “robot”, “spider”, or any other automated device, program, algorithm, methodology, or any similar manual process to access, acquire, copy, or monitor any portion of the Platform or its content, nor reproduce or circumvent the navigational structure or presentation of the Platform or its content, nor attempt to obtain any materials, documents, or information through any means not intentionally made available via the Platform nor shall the Delivery Partner permit or facilitate any such activity by third parties; and
- install and/or execute the Platform or Software on any device other than on updated compatible hardware or mobile devices running the operating systems approved by Lalamove (such as iOS or Android) with active internet connectivity.

This clause shall not apply to the extent such uses cannot be excluded pursuant to sections 69c et seq. German Act on Copyright and Related Rights (*Urheberrechtsgesetz*).

2. Rights to the Software.

As between Lalamove and the Delivery Partner, all rights to the Platform, including to the Software, remain with Lalamove, except for the limited licence granted to the Delivery Partner in clause VIII.1.

IV. Access to the Platform

1. Delivery Partner Account.

In order for the Delivery Partner to use the Services, the Delivery Partner must apply for and create a delivery partner account (“Delivery Partner Account”).

2. Application for registration.

In the application for registration of a Delivery Partner Account, the Delivery Partner shall provide certain personal data, including but not limited to, its trade licence, national identity card, driver’s licence, a photograph of vehicle and licence plate, and a profile picture, in accordance with Lalamove’s [Privacy Notice](#). Lalamove is not liable for false, incomplete, or incorrect registration data and information provided by the Delivery Partner and is entitled to verify the information that the Delivery Partner has provided at all times. If the information provided is inaccurate, incomplete or false, Lalamove may deny the application for registration. If the registration application is accepted, Lalamove will notify the respective Delivery Partner of the admission via text message and provide the Delivery Partner with the Delivery Partner Account, which can be accessed with the password chosen by the Delivery Partner in its application for registration.

3. Contractual relationship between Lalamove and the Delivery Partner.

To register for a Delivery Partner Account, the Delivery Partner must carefully read and accept these Terms of Use as well as any other documents made available by Lalamove during the registration process and required to be read and accepted by the Delivery Partner. If the Delivery Partner does not agree to these Terms of Use or such other documents, the Delivery Partner will not be granted access to and use of the Platform is prohibited. The contractual relationship between Lalamove and the Delivery Partner is established only upon the Delivery Partner’s receipt of an admission notice from

Lalamove. These Terms of Use, together with any other documents made available and accepted during registration, constitute an integral part of this contractual relationship.

4. Registration.

When the application for registration has successfully been completed with Lalamove, the Delivery Partner will be provided with a Delivery Partner Account, accessible with a one-time password. The Delivery Partner can then update this password with password of his/her choice.

5. Accurate, complete and correct information.

The Delivery Partner shall notify Lalamove of all future changes to his/her personal data included in the Delivery Partner Account, his/her trade licence, national identity card, driver's licence, photograph of vehicle and licence plate (including in case of a change of vehicle), and profile picture without undue delay (ohne schuldhaftes Zögern). Upon request from Lalamove, the Delivery Partner shall submit the relevant documents to verify the notified changes. In the event that, as a result of such a change, the Delivery Partner becomes ineligible to provide Shipment Deliveries or to otherwise use the Platform (particularly if Lalamove would not have accepted the Delivery Partner's registration application had these facts been disclosed in the application), clause IV.7 shall apply mutatis mutandis (meaning with all necessary modifications).

6. Communications.

By creating a Delivery Partner Account, the Delivery Partner agrees to accept and receive communications from Lalamove including via email, text message, calls, and push notifications to the mobile device or cellphone number the Delivery Partner provides to Lalamove. The Delivery Partner understands and agrees that he/she may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Lalamove, its affiliated companies and/or third-party contractors, including but not limited to communications concerning orders accepted through the Delivery Partner's registration with respect to the Services. The Delivery Partner may opt-out by changing his/her notification preferences. Opting out may impact the use of the Services.

7. Restriction, suspension and termination in case of breach of violation.

Lalamove has the right to (i) restrict or suspend the provision of all or part of its Services (including but not limited to the Delivery Partner Account) to a Delivery Partner, and (ii) terminate the provision of all or part of its Services (including but not limited to the Delivery Partner Account) to the Delivery Partner provided there is a probable cause to suspect that the Delivery Partner has violated these Terms of Use, the Additional Terms (as defined in clause V.2) or applicable law. Before exercising this right, Lalamove will conduct a proportionate, case-by-case assessment to determine the appropriate measure. This assessment will take into account the specific circumstances of the case, including:

- the absolute number of unlawful content or unfounded reports or complaints provided or submitted within a given time period;
- the proportion of such content or reports relative to the total content, reports or complaints provided on the Platform within a given time period;
- the severity of the cases of misuse, including the type of illegal content, and their consequences; and
- the intentions pursued by the Delivery Partner, the complainant or any affected third party, where those intentions can be determined.

8. Restriction or suspension in case of governmental orders or legal requirements.

Lalamove has the right to temporarily restrict or suspend the provision of all or part of its Services (including but not limited to access to the Delivery Partner Account) to a Delivery Partner if such restriction or suspension is necessary to comply with a governmental order or any legal requirement.

9. Statement of reasons in case of restriction, suspension and termination

The Delivery Partner shall be provided with a statement of the facts and circumstances that have given rise to the probable cause for suspicion (i) in the event of restriction or suspension in accordance with clause IV.7(i) or IV.8, prior to or at the time of the restriction or suspension taking effect, and (ii) in the event of the termination of the whole of its Services in accordance with clause IV.7(ii), no later than thirty (30) days prior to the termination taking effect. In case of a termination of the whole of its Services, the 30-day notice period shall not apply, and Lalamove shall provide a statement of the facts and circumstances that have given rise to the probable cause for suspicion without undue delay (ohne schuldhaftes Zögern), if Lalamove:

- is subject to a legal or regulatory obligation which requires it to terminate the provision of the whole of its Services to the Delivery Partner in a manner which does not allow it to respect that notice period;
- exercises a right of termination under an imperative reason pursuant to national law which is in compliance with the law of the European Union; or
- can demonstrate that the Delivery Partner has repeatedly infringed these Terms of Use or the Additional Terms (as defined in clause V.2), resulting in the termination of the provision of the whole of the Services.

V. Responsibilities of Delivery Partner related to the use of the Platform

1. Responsibilities regarding the Delivery Partner Account.

The Delivery Partner hereby irrevocably accepts and assumes the following responsibilities and obligations:

- **Account responsibility.** The Delivery Partner is responsible for all activity that occurs under his/her respective Delivery Partner Account.
- **Authorised access only.** The Delivery Partner shall access the Platform and the Services only through methods and interfaces expressly authorised by Lalamove. The Delivery Partner is not permitted to use unauthorised applications, third-party software, automated scripts, or any other methods not expressly permitted by Lalamove to access, interact with, or retrieve data from the Platform or Services.
- **Personal use restriction.** The Platform and Services provided may solely be used by the Delivery Partner, for his/her own use (except in case of sharing of a Delivery Partner Account with a verified and approved substitute driver) and may not be resold by the Delivery Partner to any third party.
- **Account sharing.** In the event of account sharing with other Delivery Partners, the Delivery Partner must register the substitute driver (“Account Sharing Partner”) for the Delivery Partner Account being shared at least twenty-four (24) hours prior to the first Shipment Delivery of the Account Sharing Partner as set out and in accordance with the [Community Guidelines](#). The Account Sharing Partner must undergo an “**Identity and Right to Work check**” by Lalamove. The “**Identity and Right to Work check**” processes as follows:
 - **Identity check:** Registration must be made at least one (1) business day before the provision of the Shipment Delivery. During the registration process, the Delivery Partner must provide information about the Account

Sharing Partner, including his/her first name, last name, phone number used to register the Account Sharing Partner's Delivery Partner Account, and the order number of the Shipment Delivery he/she will handle. Once this information has been submitted, the Delivery Partner and the Account Sharing Partner will receive a WhatsApp video call from Lalamove during business hours on the following day, after the registration is processed. During the video call, the Delivery Partner and the Account Sharing Partner will be asked to verify the relevant information initially provided to Lalamove. It is important for both the Delivery Partner and the Account Sharing Part.

- **Right to work check:** As the Account Sharing Partner will be a registered Delivery Partner with Lalamove, a right-to-work check will be conducted internally to verify their eligibility to work legally in the designated region.

The actual Delivery Partner shall ensure that any Account Sharing Partner: (i) is at least 18 years of age; (ii) has the legal right to work in Germany; (iii) has not previously had the account deactivated; (iv) holds the required license and insurance; and (v) possesses the necessary knowledge to carry out deliveries safely and in compliance with all applicable road, food safety, and health regulations.

Once verification of the Account Sharing Partner has successfully been completed, the Account Sharing Partner may access the Delivery Partner Account with the Delivery Partner's password and use the Services via the shared Delivery Partner Account. The original Delivery Partner will be held accountable for any performance issues that may arise with the Account Sharing Partner, solely due because of the usage of his/her Delivery Partner Account by the Account Sharing Partner.

- **Subcontracting.** The Delivery Partner may have a Shipment Delivery he/she has accepted carried out by another Delivery Partner registered with Lalamove ("Subcontractor"), provided that both the Delivery Partner and the Subcontractor have active accounts and are authorised to receive and accept deliveries via the Platform. Subcontracting is only permitted through the function provided on the Platform for this purpose and must be carried out in accordance with the following paragraphs and applicable law. Any unauthorised transfer or subcontracting outside of this function is strictly prohibited.

To initiate a subcontract, the Delivery Partner must first accept the Shipment Delivery via the Platform. The Delivery Partner can then offer the Shipment Delivery to the Subcontractor by entering the Subcontractor's phone number. The Subcontractor will receive a subcontract request and must explicitly accept the Shipment Delivery before taking on the responsibility for its completion.

The Delivery Partner must ensure that the proposed Subcontractor possesses the required suitability and fulfils all prerequisites necessary for the delivery services. The Subcontractor agrees to perform the delivery service, including pickup, transportation, and delivery of the Shipment to the User.

The Delivery Partner remains the contracting party of the User and remains fully responsible towards the User for the Shipment Delivery.

- **Single account policy.** Each Delivery Partner is only allowed to open one (1) single Delivery Partner Account.
- **Protection against unauthorised access.** The Delivery Partner must keep secret, secure and confidential the password and any identification credentials of the Delivery Partner and the Delivery Partner must protect them against unauthorised access by third parties, and may not share them with any third party (except in case of sharing of a Delivery Partner Account with an Account Sharing Partner), and, in the event of any suspicion of misuse by a third party, the Delivery Partner shall notify Lalamove thereof without undue delay (*ohne schuldhaftes Zögern*).
- **Proof of identity.** In case at any time after registration, Lalamove requires proof of identity, the Delivery Partner shall submit the requested document and/or information to Lalamove without undue delay (*ohne schuldhaftes Zögern*).
- **System integrity.** The Delivery Partner shall not attempt to interfere or interfere with or compromise the integrity, confidentiality, or security of the Platform or the Software, nor attempt to decrypt, decipher, or otherwise access any transmissions to or from the servers operating the Platform.
- **Protection of personal data.** The Delivery Partner shall not collect, harvest, or otherwise obtain any personally identifiable information, including but not limited to account names of other Delivery Partners or Users from the Platform, whether through automated means or otherwise.

2. General responsibilities of the Delivery Partner.

The Delivery Partner hereby irrevocably accepts and assumes the following responsibilities and obligations:

- **Hardware and devices.** The Delivery Partner is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform or Services that are running the operating systems approved by Lalamove. Lalamove does not guarantee that the Platform or Services, or any portion thereof, will function on any particular hardware or devices.

- **Equipment.** Aside from the Platform, the Delivery Partner shall be responsible for providing and maintaining all of the equipment, including, if applicable, vehicles, necessary to perform the Shipment Delivery and ensuring such equipment complies with all legal, safety and quality standards. Therefore, the Delivery Partner bears all risk of damage to or loss of his/her equipment.
- **Vehicles.** The Delivery Partner shall not use any other vehicle than the vehicle registered and approved by Lalamove to provide the Shipment Delivery to the Users which must at all times meet all applicable vehicle standards as updated from time to time, including possessing the relevant roadworthiness certification in Germany. The Delivery Partner shall use vehicles in good operating condition and compliant with applicable laws (especially the vehicle must be registered and covered by liability insurance). Upon request of Lalamove, the Delivery Partner shall provide the vehicle registration documents (*Zulassungsbescheinigungen*) as well as the insurance agreements.
- **No transport of passengers.** The Delivery Partner shall comply with all applicable laws related to the Shipment Delivery and shall not transport passengers or accept any requests by the Users in this regard.
- **Additional Terms.** During the course of his/her work, the Delivery Partner shall follow and comply with the following guidelines and agreements to the extent they are applicable to the respective Delivery Partner (“Additional Terms”):

[Community Guidelines](#)(“Community Guidelines”)

[Offboarding Policy](#)

Sticker Agreement and Sticker Campaign Guidelines (if applicable)

Driver Referral Program Terms of Use (if applicable)

Delivery Service Provider Cooperation Agreement (if applicable)

Self Declaration Statement of Driver Employment (if applicable)

- **Protection of Confidential Information.** The Delivery Partner acknowledges that during the course of his/her work, he/she may gain knowledge of third parties’ and/or the User’s confidential, proprietary, protected health, and/or personally identifiable information (“Confidential Information”). This information includes, but is not limited to, information about the User, the User’s business and contents of shipments, the User’s address, contact information, delivery address, payment information, payment methods, credit card information, financial accounts, demographic information, business address, information regarding the User’s partners, associates, customers, and similar information regarding the delivery recipient. The Delivery Partner agrees that he/she will maintain the confidentiality

of all such Confidential Information and not disclose it to any other person, except as required to carry out the Shipment Delivery or as required by law. Unauthorised disclosure of such Confidential Information will constitute a material breach of these Terms of Use.

3. Behaviour.

- **Prohibited conduct.** The Delivery Partner shall not use the Services for any unlawful or prohibited purposes, including but not limited to (i) violating any applicable law; (ii) storing transmitting, or distributing unlawful, offensive or otherwise prohibited material; (iii) sharing or disclosing of personal information of others without their prior consent; (iv) causing intentional harm, nuisance, inconvenience or annoyance to any person; (v) interfering with, impairing or otherwise disrupting the proper functioning or security of the Services or the Platform; (vi) engaging in impersonation or misrepresentation of identity; or (vii) copying, reproducing, or distributing the Services or the Platform, in whole or in part, without the permission of Lalamove (save for uses that cannot be excluded pursuant to sections 69c et seq. German Act on Copyright and Related Rights (*Urheberrechtsgesetz*)).
- **Prohibition of deceptive behaviour.** The Delivery Partner shall refrain from engaging in any deceptive behaviours on the Platform that may create unfair situations for the Users, including but not limited to the creation of fraudulent orders.
- **Professional conduct.** The Delivery Partner's actions and conduct shall uphold a positive user experience, which includes refraining from any conduct that may negatively impact the Users, such as overcharging, failing to appear for scheduled deliveries (no-shows), late arrivals, or any other unprofessional behaviour (e.g., yelling, using abusive language or slamming doors). The Delivery Partner shall always drive carefully within the speed limit and adhere to local traffic rules. The Delivery Partner shall not contact any recipient or sender after the trip for any personal reasons.
- **No criminal conduct.** The Delivery Partner shall refrain from actions that may result in police investigations, including but not limited to harassment, intimidation of Users or other Delivery Partners, physical altercations, or theft. The Delivery Partner acknowledges that, in the event of police involvement, Lalamove will cooperate fully with law enforcement authorities in their investigations.

- **Prohibition of collusion.** The Delivery Partner shall not engage in any collusive conduct with Users, including but not limited to the misuse of promotional coupons or any other actions that may damage or harm Lalamove's interests.
- **No circumvention of commission structure.** The Delivery Partner shall not engage in any activities intended to bypass or circumvent Lalamove's commission structure, including but not limited to completing orders offline after cancelling them through the Platform.
- **Prohibition of fraud and deception.** The Delivery Partner shall refrain from fraudulent or deceptive practices in connection with the use of the Platform, the Services, Shipment Deliveries or other interactions with the Users or other Delivery Partners.

4. Representations and warranties of the Delivery Partner.

- **Registration of the Delivery Partner.** The Delivery Partner warrants to be duly registered in the Federal Network Agency's provider directory in accordance with the requirements set forth by the German Postal Act for the duration of his/her relationship with Lalamove.
- **Licences.** The Delivery Partner shall, at all times during the provision of Shipment Deliveries, maintain a valid driver's licence as well as all other required licences, permits, registrations, approvals and authorisations required to lawfully provide the Shipment Delivery within Germany. To enable Lalamove to comply with its legal obligations, the Delivery Partner shall, upon Lalamove's request, provide copies of the driver's licence, trade licence, national identity card, photo of vehicle and licence plate and Delivery Partner's profile picture in the form and manner specified by Lalamove without undue delay (*ohne schuldhaftes Zögern*), as requested from time to time.
- **Accurate, complete and correct information.** The Delivery Partner warrants that the details provided by him/her to Lalamove and to the Users, in particular in connection with his/her application for registration pursuant to clause IV.1 and IV.2, are accurate, complete and correct.

VI. Fees and payment

1. Payment of fees.

The Delivery Partner acknowledges and agrees that the Users – not Lalamove – are responsible for paying all fees associated with the Shipment Delivery, as further specified

in clause VI.2. Once the User and the Delivery Partner have verified that the Shipment Delivery is completed, the User's payment account will be charged and Lalamove will, subject to clause VI.4, transfer the amount specified in clause VI.2 to the Delivery Partner from which the Service Charge (as defined in clause VI.3) will be deducted.

2. Calculation of fees for Shipment Delivery.

Depending on the services requested by the Users, the Delivery Partner may be eligible to receive a combination of the fees stated below from which the Service Charge (as defined in clause VI.3) will be deducted:

- **Base fares.** The standard fare calculated based on the distance of the Shipment Delivery and paid by the User.
- **Order subsidies.** Discretionary subsidies paid by Lalamove to the Delivery Partner, which may include incentives for peak demand periods.
- **Promotions.** The value of promotional discounts (e.g. in the form of coupons applied by a User) to an order. Lalamove subsidises these promotions and reimburses the full discounted amount to the Delivery Partner.
- **Priority fee.** An additional fee paid by the User for expedited fulfilment of the Shipment Delivery.
- **Waiting fee.** An additional fee paid by the User when the Delivery Partner is required to wait at the pickup or delivery location upon the User's request.
- **High demand surcharge.** An additional fee paid by the User applied to the order during periods of exceptionally high demand (super peak hours).
- **Toll fees.** Charges for tunnels and tolls incurred during the Shipment Delivery. These shall be claimed on an actual cost basis and are subject to prior agreement with the User.
- **Order charges.** Other fees and surcharges in relation to the value-added services requested by the User, including, but not limited to, moving fees.

3. Service Charge.

In consideration for the Services, the Delivery Partner agrees that Lalamove shall be entitled to deduct a service charge from the total fees payable for each Shipment Delivery ("Service Charge"). The applicable Service Charge shall be set out in the in-app communications.

4. Changes to Service Charges.

The following shall apply with regard to changes to Service Charges:

- **Development of costs.** Lalamove shall adjust the Service Charges at its reasonable discretion according to the development of the costs that are relevant for the Service Charge calculation. A service charge increase may be considered and a Service Charge reduction shall be made if, e.g., the costs for the creation and provision of the Services (e.g. infrastructure costs, licence fees for third-party works) increase or decrease, or if other changes in the technical or legal framework lead to a changed cost situation (e.g. the necessity of updating software or hardware components, changes in copyright law). Increases in one type of cost, e.g. infrastructure costs, may only be used for a Service Charge increase to the extent that they are not offset by any decreasing costs in other areas (e.g. licence fee reductions). In the event of cost reductions, e.g. for license fees, Lalamove shall reduce the Service Charges to the extent that these cost reductions are not fully or partially offset by increases in other areas. When exercising its reasonable discretion, Lalamove shall choose the respective timing of a Service Charge change in such a way that cost reductions are not accounted for by standards less favourable to the Delivery Partner than cost increases, i.e., cost reductions will affect the Service Charge at least to the same extent as cost increases.
- **Notification.** Lalamove will notify the Delivery Partner of the change in text form at least six (6) weeks before it is scheduled to take effect.
- **Termination right by the Delivery Partner.** In the event of a Service Charge change, the Delivery Partner has the right to terminate the contractual relationship specified in clause IV.3 in text form without observing a notice period, effective as of the date the change takes effect. The Delivery Partner will be specifically informed of this right by Lalamove in the Service Charge change notification. In the event of termination, the Service Charge change will not become effective for the Delivery Partner. Section 315 German Civil Code (*Bürgerliches Gesetzbuch*) shall remain unaffected.

5. Lalamove initiatives.

- **Sticker retainer.** Lalamove shall pay a retainer payment (in the form of Service Charge discount and/or monetary reward) to the Delivery Partner for affixing Lalamove-branded stickers onto the Delivery Partner's vehicle. The dimensions, design and placement of the stickers shall be determined by Lalamove. The Delivery Partner further agrees to cooperate with Lalamove's sticker retention

check (i.e. by uploading all required photos) upon request. Failure to comply with these requirements may result in the forfeiture of the retainer payments. The Sticker Agreement concluded between Lalamove and the Delivery Partner shall prevail in the event of an any conflict between these Terms of Use and the Sticker Agreement.

- **Driver-refer-User campaign.** Lalamove may operate a “Driver-refer-User” campaign where the Delivery Partner can earn monetary rewards. The details of such a campaign will be made available to the Delivery Partner before he/she decides to take part in this campaign.

6. Wallet system.

Lalamove will manage payments to and from the Delivery Partner through a wallet system once it engages a third-party vendor to handle payments; or upon obtaining the necessary banking supervisory authorisation. The Delivery Partner can withdraw his/her wallet balance to a designated bank account. Until the full implementation of the wallet system, Lalamove will implement interim arrangements, including accepting cash and an instant payment solution for payments from the Users to the Delivery Partner’s personal accounts. Lalamove reserves the right to make relevant deductions from the Delivery Partner’s wallet balance according to these Terms of Use, as well as the Additional Terms. The deductions are authorised by the Delivery Partner or notified to the Delivery Partner via the Platform.

7. Suspension of transaction.

Lalamove may suspend the processing of any transaction where it reasonably believes due to objective indications that (i) the transaction may be fraudulent, illegal or involve any criminal activity or (ii) the Delivery Partner has breached any provision in these Terms of Use or the Additional Terms. In such an event, subject to clause IX, Lalamove shall not be liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to the Delivery Partner.

8. Wallet freezing and appeals.

Lalamove has established a procedure for wallet freezing to address instances of misconduct, including collusion, unfair practices, suspicious monetary behaviour and payment disputes. Wallet suspensions will occur only after manual review of the circumstances. Affected Delivery Partners can always contact Lalamove for manual support and to appeal decisions that they believe are unjust. There is generally a grace

period of less than ten (10) days for submitting an appeal. If an appeal is rejected, the Delivery Partners can file a re-appeal. This ensures that all parties have the opportunity to challenge decisions and maintain fairness within the Platform.

VII. Other third-party interactions

1. Third Party Interactions and Liability Disclaimer.

While using or accessing the Platform, the Delivery Partner may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers or sponsors showing their goods and/or services through the Platform. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between the Delivery Partner and the applicable third party. Subject to clause IX, Lalamove and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between the Delivery Partner and any such third party.

2. Affiliate and Referral Programs.

Lalamove operates referral and affiliate programs that allow existing Delivery Partners and third-party partners to promote Delivery Partner services. Affiliates or referrers can earn rewards or other incentives for successful referrals or bookings generated through their promotional efforts. Participation in these programs is subject to specific terms and conditions, which are clearly communicated to all participants.

VIII. Intellectual property rights

1. Ownership of intellectual property rights.

As between Lalamove and the Delivery Partner, Lalamove alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Platform and the Services, including any know-how and any part and improvement thereof and all intellectual property rights in or to the foregoing. These Terms of Use do not constitute a sale and do not convey to the Delivery Partner any rights of ownership in or related to the Platform and the Services, or any intellectual property rights owned by Lalamove. As between Lalamove and the Delivery Partner, company names, logos, and the product names associated with Lalamove, the Platform and the Services are trademarks and/or other intellectual property rights of Lalamove.

2. Protection of intellectual property rights and restrictions on use.

The Delivery Partner agrees that the Delivery Partner will not (i) remove, alter or obscure any copyright, trademark, service mark or other intellectual property right or proprietary rights notices incorporated in or accompanying the Platform or the Services or (ii) reproduce, modify, adapt, reverse engineer, decompile, disassemble, translate the Platform, the application or Services or create derivative works based thereon (save for uses that cannot be excluded pursuant to sections 69c et seq. German Act on Copyright and Related Rights (*Urheberrechtsgesetz*)).

3. Licence granted to the Delivery Partner.

Lalamove hereby grants to the Delivery Partner a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform and the Software, and to download and use the application on the Delivery Partner's personal device, strictly in accordance with these Terms of Use, the Additional Terms and all applicable laws. No other rights in the Platform or Software are granted. The Delivery Partner is not permitted to copy, modify, distribute, sublicense, or otherwise exploit any part of the Platform or Software except as expressly permitted.

4. Licence to Delivery Partner Content.

By providing content, information or materials on the Platform ("Delivery Partner Content"), the Delivery Partner grants Lalamove a worldwide, perpetual, irrevocable, transferrable, sublicensable, royalty-free and fully paid-up licence, to use, copy, adapt, modify, publish, exploit, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Delivery Partner Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from the Delivery Partner, and without the requirement of payment to the Delivery Partner or any other person or entity. However, with regard to now unknown types of use, such licence shall be revocable and Lalamove and the Delivery Partner shall agree on an equitable remuneration. For the avoidance of doubt, any Delivery Partner Content remains the Delivery Partner's property.

5. Responsibility for Delivery Partner Content.

- **Liability for Delivery Partner Content.** Subject to clause IX, the Delivery Partner acknowledges that Lalamove only acts as a passive channel for the distribution of any Delivery Partner Content and is not responsible or liable to the Delivery Partner or to any third party for the content or accuracy of the Delivery Partner Content.

- **Opinion disclaimer.** Without limiting the foregoing, the Delivery Partner acknowledges and agrees that any remarks, opinions, comments, suggestions and other information, expressed or included in the Delivery Partner Content do not necessarily represent those of Lalamove.
- **Delivery Partner Content responsibility.** Any use by the Delivery Partner of the Delivery Partner Content is entirely at the Delivery Partner's own risk. The Delivery Partner represents and warrants that any Delivery Partner Content posted, transmitted or otherwise published by the Delivery Partner (i) is original to the Delivery Partner; (ii) does not copy the work of any third party; (iii) does not infringe any third-party intellectual property rights, rights of privacy or personality rights; (iv) does not contain any defamatory or disparaging statements, and is in no way defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive; and (v) does not otherwise breach applicable law, regulatory requirements or public policy. Furthermore, the Delivery Partner represents and warrants to have the capacity and right to grant the licences as stipulated in clauses VIII.4 and VIII.8.

6. Indemnification.

The Delivery Partner shall indemnify and hold harmless Lalamove, all Lalamove Indemnitees (as defined below in clause IX.1), as well as its licensees and licensors, from and against any and all reasonable third-party claims, demands, actions, proceedings, liabilities, losses, damages, expenses, and costs (including reasonable legal fees) ("Third Party Claim") arising out of or in connection with (i) any Delivery Partner Content posted, transmitted or otherwise published by the Delivery Partner or his/her other use of the website, the Service or the Platform; and (ii) the Delivery Partner's non-compliance with, breach or non-fulfilment of this entire clause VIII, including but not limited to any actual or alleged infringement of intellectual property rights, personality rights, or privacy rights of a third party.

7. Blocking, removal or restriction of access to Delivery Partner Content.

Lalamove may, but shall not be obligated to, review and monitor any Delivery Partner Content. Lalamove reserves the right at its sole discretion to block, remove (in whole or in part) or restrict access to any Delivery Partner Content posted, transmitted or otherwise published by the Delivery Partner, and which Lalamove believes is not in accordance with these Terms of Use, the Additional Terms or applicable law (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to Lalamove as it could potentially endanger the operation, security, reputation or integrity of Lalamove, the

Services or the Platform. In case the Delivery Partner frequently provides manifestly illegal content such as hate speech, explicit materials or fraudulent content, Lalamove reserves the right to restrict, suspend or terminate the Services, including access to the Delivery Partner Account, as set out above in clause IV.7.

8. Submissions.

Submissions by the Delivery Partner that are not publicly published but directly shared with Lalamove or any of its affiliates, including but not limited to commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions, shall not include any confidential information, documents or suggestions in any form. Anything the Delivery Partner submits will be considered non-confidential, irrespective of being marked by the Delivery Partner as “confidential” or similar designations. The Delivery Partner’s submissions are voluntary. All their submissions will, as far as permissible under applicable law, automatically become the property of Lalamove, and – where the transfer of rights, title and interest is not permissible under applicable law – the Delivery Partner hereby grants Lalamove an exclusive, worldwide, perpetual, irrevocable, transferrable, sublicensable, royalty free and fully paid-up licence to use, copy, adapt, modify, publish, exploit, create derivative works of, reproduce, distribute, publicly display, publicly perform, and otherwise exploit in any manner and to the fullest extent permitted under applicable law, such rights, title and interest in all formats and distribution channels now known or hereafter devised, without further notice to or consent from the Delivery Partner. However, with regard to now unknown types of use, such licence shall be revocable and Lalamove and the Delivery Partner shall agree on an equitable remuneration. Lalamove has no obligation to review the Delivery Partner’s submissions and may implement and distribute any portion of his/her submissions and their content for any purpose in any way, without any compensation to the Delivery Partner.

9. Use of information provided on the Platform.

The Delivery Partner may use information on the Platform explicitly made available by Lalamove for downloading from the Platform, provided that the Delivery Partner:

- does not remove any proprietary notice language in all copies of such documents and makes no modifications to the information;
- uses such information only for his/her personal, non-commercial informational purposes and does not copy or post such information on any networked computer or broadcasts it in any media or otherwise make it available to any third parties; and

- does not make any additional representations or warranties relating to such information.

IX. Liability

1. Slight negligence.

Lalamove shall be liable for slight negligence only in cases of breach of material contractual obligations (Kardinalpflichten). This includes obligations Lalamove specifically owes to the Delivery Partner in accordance with the content and purpose of the contractual relationship specified in clause IV.3 and whose fulfilment is essential to the proper performance of this contractual relationship in the first place and on whose compliance the Delivery Partner can rely and regularly relies.

2. Lost profit.

Lalamove's liability for lost profit shall be excluded.

3. Typical, foreseeable damages.

Lalamove's liability shall be limited to the typical foreseeable damages that may occur in this type of service agreement.

4. Network disruptions.

Lalamove shall not be liable for any disruptions within its network for which it is not responsible.

5. Data loss.

Lalamove shall not be liable for any losses of data in line with clauses IX.1 to 4 where such a loss would have been unavoidable even if appropriate backup measures had been taken by the Delivery Partner.

6. Improper or incorrect use of the Platform.

Lalamove's liability does not extend to any impairments of the use of the Platform in line with these Terms of Use and the Additional Terms which result from the Delivery Partner's improper or incorrect utilisation.

7. Vicarious agents.

The liability limitations set out in clauses IX.1 to 6 also apply similarly in favour of Lalamove's vicarious agents.

8. Third parties.

To the extent that there is any possibility that the Delivery Partner may be redirected to databases, websites, services, etc. of third parties via the Platform, Lalamove shall not be liable for the accessibility, existence or security of such databases or services or the contents thereof. In particular, Lalamove shall not be liable for the legal proprietary, substantive correctness, completeness and timeliness thereof.

9. Exceptions.

The limitations and exclusions of liability in clauses IX.1 to 8 shall not apply to:

- any injury to life, limb, or health;
- any intentional (vorsätzlich) or grossly negligent (grob fahrlässig) breaches of obligations; and
- any warranties and representatives provided.

X. Indemnification

1. Indemnification of Delivery Partner.

Subject to clause IX, the Delivery Partner shall defend, indemnify and hold harmless Lalamove, its affiliates as well as its and its affiliates' past and present successors, assigns, officers, owners, employees, directors and agents (together "Lalamove Indemnitees") from and against any and all Third Party Claims arising out of or in connection with the Delivery Partner's (i) breach of these Terms of Use, the Additional Terms or applicable law, including but not limited to the breach of any third-party rights of other Delivery Partners, Users, drivers, Subcontractors, assigns, and pedestrians; (ii) act or omission in the course of providing Shipment Delivery (including but not limited to any damage to the shipment) or otherwise using the Platform or the Services, with respect to the Platform, Services, and/or Shipment Delivery; (iii) unauthorised disclosure of Confidential Information as set out in clause V.2; (iv) failure to have proper insurance, licences, permits or authorisations, in particular those set out above in clause V.4; and

(v) failure or alleged failure to pay all required taxes, withholding, insurance contributions or premiums.

In addition, in the unlikely event the Delivery Partner's status as an independent contractor is challenged and the Delivery Partner is determined by a court, agency or arbitrator not to be an independent contractor, the Delivery Partner agrees to defend, indemnify and hold Lalamove harmless from all costs, penalties, back taxes, damages and attorney's fees associated with such a determination, to the extent permitted by law. Under the Delivery Partner's duty to defend, Lalamove shall be entitled to use its own counsel.

2. Procedure in case of Third Party Claims.

Without undue delay, Lalamove shall notify the Delivery Partner of any such Third Party Claim to enable the Delivery Partner, at his/her own expense, to participate in the defence or settlement of such claim. Lalamove shall have the right, at its reasonable discretion, either to (i) defend itself in or out of court against such Third Party Claims, in which case the Delivery Partner shall assume all reasonable costs of Lalamove's defence, including all court fees and lawyers' fees, or (ii) request the Delivery Partner to assume the legal defence at his/her own expense. In case the legal defence is assumed by the Delivery Partner, Lalamove shall have the right to participate in such defence at its own expense. Any settlement or admission of liability in relation to a third-party claim that imposes any obligation on the Delivery Partner or adversely affects Lalamove shall require the prior written consent of Lalamove or the Delivery Partner, respectively. Lalamove and the Delivery Partner shall reasonably cooperate in preparing and conducting the legal defence and any settlement negotiations. Under no circumstances shall the Delivery Partner be obliged to assume any costs which result from gross negligence or wilful misconduct of Lalamove.

XI. Termination

1. Termination by the Delivery Partner.

The Delivery Partner has the right to terminate the contractual relationship specified in clause IV.3 which, for clarity, includes these Terms of Use, at any time with immediate effect by deleting his/her Delivery Partner Account in accordance with the procedure and the requirements set out in the [Offboarding Policy](#). The Delivery Partner shall familiarise himself/herself with the [Offboarding Policy](#) before termination.

2. Termination by Lalamove.

Lalamove has the right to terminate the contractual relationship specified in clause IV.3 which, for clarity, includes these Terms of Use, upon thirty (30) days' prior written (including text message) notice if (i) the requirements for termination of the whole of its Services set out in clause IV.7 are met, (ii) the Delivery Partner and Lalamove do not agree on an amendment to the Services, these Terms of Use or the Service Charges unless an agreement is not required in accordance with clauses II.8, VI.4 or XIV.1 or (iii) Lalamove decides to discontinue the provision of its Services in Germany. Termination will not limit any of Lalamove's other rights or remedies. For the avoidance of doubt, this clause does not give Lalamove the right to stop the Delivery Partner from contacting the Users directly or delivering shipments to them outside the Platform.

3. Termination for good cause.

Each party has the right to terminate the contractual relationship specified in clause IV.3 which, for clarity, includes these Terms of Use, for good cause without observing a period of notice if facts are given on the basis of which, having considered all circumstances of the individual case and weighed the interests of both parties against each other, (i) the party giving notice cannot reasonably be required to continue such contractual relationship, or (ii) in case a termination right for convenience is applicable, the party giving notice cannot reasonably be required to continue such contractual relationship until the end of the notice period.

The termination notice has to be provided to the other party in writing (including email and, in case of termination by Lalamove, text message).

4. Statement of reasons.

The Delivery Partner shall be provided with a statement of the facts and circumstances that have given rise to the termination by Lalamove no later than thirty (30) days prior to the termination taking effect. The 30-day notice period shall not apply, and Lalamove shall provide a statement of the facts and circumstances that have given rise to the probable cause for suspicion without undue delay (ohne schuldhaftes Zögern), if Lalamove:

- is subject to a legal or regulatory obligation which requires it to terminate the contractual relationship specified in clause IV.3 which, for clarity, includes these Terms of Use, in a manner which does not allow it to respect that notice period;
- exercises a right of termination under an imperative reason pursuant to national law which is in compliance with the law of the European Union; or
- can demonstrate that the Delivery Partner has repeatedly infringed these Terms of Use or the Additional Terms, resulting in the termination of the contractual

relationship specified in clause IV.3 which, for clarity, includes these Terms of Use.

5. Surviving provisions.

Any provision that by its nature or by explicit agreement shall survive the termination of the contractual relationship specified in clause IV.3 shall remain in full force and effect following termination, including clauses VIII (*Intellectual property rights*) (save for VIII.3), IX (*Liability*), X (*Indemnification*), XI.4 (*Termination*), XII (*Severability*), XIII (*No waiver*), XV (*Force majeure*), XVII (*Governing law and jurisdiction*), XVIII (*Assignment*), XIX (*Headings*).

XII. Severability

Any provision of these Terms of Use or the Additional Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction and the application to such facts and circumstances, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or the application thereof to other facts and circumstances, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render such provision unenforceable in any other jurisdiction.

XIII. No waiver

The failure or delay of either Lalamove or the Delivery Partner at any time to demand strict compliance with any provision of these Terms of Use or the Additional Terms, or to enforce any right or remedy thereunder, shall not be deemed or construed as a waiver of such provision, right, or remedy, nor shall it prevent or restrict any further exercise of that right or remedy. All provisions, rights, and options shall remain in full force and effect unless expressly waived in writing.

XIV. Amendments to these Terms of Use

1. Right to amendments.

Lalamove shall be entitled to amend these Terms of Use in the case of continuing obligations, to the extent this is necessary for the reasonable continuation and performance of the contractual relationship specified in clause IV.3 for the reasons listed below:

- to compensate for contractual gaps that have emerged if a gap in these Terms of Use arising after the conclusion of the contract causes significant difficulties in

the performance of the contract (e.g. a court has declared a clause invalid) and these cannot be remedied in any other way;

- to adapt these Terms of Use to changes in the legal situation (e.g. changes in the relevant laws or federal court or supreme court rulings), insofar as this is necessary to ensure the legality and other legal compliance of these Terms of Use as well as of performance and consideration; or
- to restore the equivalence between performance and consideration if this is significantly disrupted after conclusion of the contract due to unforeseeable changes in the legal or other framework conditions (e.g. due to changes in the law, unless their specific content was already foreseeable, for example in the phase between the conclusion of the formal legislative process and the entry into force). This shall only apply if Lalamove has not initiated these changes and has no influence over them.

2. Notification.

The Delivery Partner shall be notified of the amended clause in writing via text message with reasonable and proportionate notice period, but in any event at least fifteen (15) days before the planned effective date of the amendment. This notice period shall not apply where Lalamove:

- is subject to a legal or regulatory obligation which requires Lalamove to change the Terms of Use in a manner which does not allow Lalamove to respect this notice period; in such an event, Lalamove shall provide as much advance notice as is reasonably practicable under the circumstances; or
- has exceptionally to change the Terms of Use to address an unforeseen and imminent danger related to defending the Platform, consumers or business users from fraud, malware, spam, data breaches or other cybersecurity risks.

3. Termination by the Delivery Partner.

The Delivery Partner reserves the right to terminate the contractual relationship specified in clause IV.3 pursuant to clause XI.1.

4. Changes to prices.

This clause XIV.1 does not include changes relating to prices.

XV. Force majeure

Neither party shall be liable for any breach of its obligations under these Terms of Use or the Additional Terms to the extent resulting from a Force Majeure Event. 'Force Majeure Event' shall mean acts of god, loss of power, disruption of power, shutdown or technical difficulties with the Platform, system maintenance, failure of other cellular reception, failure of other service providers, cancellation of services by other third parties, pandemics, epidemics, outbreaks, civil disturbances, hostilities, war, natural disasters, flood, intervention by governmental entities, change in laws, regulations or orders, or other events or circumstances or causes to the extent, in each case, (i) unforeseeable for the party at the execution of the contractual relationship specified in clause IV.3 which, for clarity, includes these Terms of Use; (ii) beyond reasonable control for the party; and (iii) the party has not caused or contributed to the force majeure event.

XVI. Internal complaint management system

The Delivery Partner may report technical problems and submit other complaints to Lalamove via email to: dops.de@lalamove.eu.

XVII. Governing law and jurisdiction

The Terms of Use are governed by the laws of the Federal Republic of Germany. The German courts shall have exclusive jurisdiction over any legal disputes.

XVIII. Assignment

The Delivery Partner shall not assign or transfer any of his/her rights or obligations under these Terms of Use or the Additional Terms. Lalamove may assign or transfer its rights and obligation under these Terms of Use or the Additional Terms without restriction.

XIX. Headings

Headings appearing in these Terms of Use and the Additional Terms are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions thereunder.

XX. Language versions

In case of any discrepancy between the English version and any regional language version, the English version prevails.