

# OMW CARPOOL

ON MY WAY CARPOOL (PTY) LTD

Registration Number: 2026/426010/07

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## USER TERMS AND CONDITIONS

Version 1.0 | Effective Date: 10 June 2026

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE OMW CARPOOL APPLICATION. BY TICKING THE ACCEPTANCE BOX DURING REGISTRATION OR ONBOARDING, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, DO NOT USE THIS APPLICATION.**

## 1. Definitions

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In these Terms and Conditions, the following words and expressions shall have the meanings assigned to them below:

- "OMW", "the Company", "we", "us", "our" means ON MY WAY CARPOOL (PTY) LTD, Registration Number 2026/426010/07, a private company duly incorporated in accordance with the laws of the Republic of South Africa.
- "Application" or "App" means the OMW Carpool mobile application available on iOS and Android platforms.
- "Platform" means the OMW Carpool App, website, and all associated technology infrastructure operated by the Company.
- "User" means any person who registers on and uses the Platform, whether as a Driver, a Rider, or both.
- "Driver" means a User who registers to post Trip listings and transport Riders in their personal vehicle.
- "Rider" or "Passenger" means a User who registers to book seats on Trips posted by Drivers.
- "Trip" means a journey posted by a Driver on the Platform, specifying a route, date, time, available seats, and price per seat.
- "Seat Price" means the price per seat set by the Driver for a Trip, excluding the OMW Platform Fee.
- "Platform Fee" means the 10% fee charged by OMW on top of the Seat Price, paid by the Rider at the time of booking. The Platform Fee constitutes OMW's sole commission.
- "Total Fare" means the Seat Price plus the Platform Fee, being the total amount paid by the Rider (e.g., R350 Seat Price + R35 Platform Fee = R385 Total Fare).
- "Booking" means a confirmed reservation made by a Rider for one seat on a specific Trip.
- "Escrow" means the temporary holding of Rider payment by TradeSafe pending confirmation of boarding.
- "Boarding Confirmation" means the act of the Driver scanning the Rider's QR code or the Rider entering their boarding PIN, which simultaneously confirms pickup and triggers release of Escrow funds.
- "TradeSafe" means TradeSafe Transactions (Pty) Ltd, the third-party payment escrow provider used by OMW.
- "Smile Identity" or "Smile ID" means the third-party identity verification provider used by OMW to verify Driver identities.
- "NLTA" means the National Land Transport Act 5 of 2009, as amended.
- "CPA" means the Consumer Protection Act 68 of 2008, as amended.
- "POPIA" means the Protection of Personal Information Act 4 of 2013, as amended.
- "ECTA" means the Electronic Communications and Transactions Act 25 of 2002, as amended.

## 2. Nature of the OMW Platform

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### 2.1 OMW is a Technology Platform, Not a Transport Operator

OMW is an information technology platform and digital marketplace. OMW provides software that enables Drivers and Riders to connect with each other for the purpose of sharing private vehicle trips. OMW does not provide, operate, manage, or control any transport service.

**OMW IS NOT AN E-HAILING SERVICE, METERED TAXI SERVICE, MINIBUS TAXI OPERATOR, OR TRANSPORT OPERATOR OF ANY KIND. OMW DOES NOT OWN, OPERATE, OR CONTROL ANY VEHICLE USED FOR TRIPS FACILITATED THROUGH THE PLATFORM.**

OMW operates in a capacity analogous to that of Computicket, which sells tickets for bus journeys without being a bus company, or Booking.com, which facilitates hotel reservations without being a hotel. OMW facilitates connections between private individuals and does not at any time provide the underlying transport service.

## 2.2 Legal Status Under the National Land Transport Act

OMW operates as a technology intermediary platform in accordance with the Electronic Communications and Transactions Act 25 of 2002. OMW is not required to hold an Operating Licence under the NLTA because OMW does not provide transport services. Drivers who hold valid Operating Licences for specific routes may post those routes on the Platform in their own capacity as licensed operators. Private individual Drivers who are not commercial transport operators travel routes they would travel regardless of the Platform.

## 2.3 Independent Contractors

All Drivers on the Platform are independent individuals acting entirely in their own capacity. No Driver is an employee, agent, partner, joint venturer, or contractor of OMW. OMW exercises no control over Drivers, their vehicles, their driving behaviour, their routes, their departure times, or any aspect of the physical transport service. The contract for physical transport exists solely between the Driver and the Rider.

## 3. Acceptance of Terms

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By ticking the acceptance checkbox during the OMW App registration or onboarding process, you:

1. Confirm that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety.
2. Confirm that you are 18 years of age or older, or have obtained the necessary parental or guardian consent.
3. Confirm that you have the legal capacity to enter into a binding agreement.
4. Acknowledge and accept all risks associated with carpooling as described in these Terms.
5. Waive, to the maximum extent permitted by South African law, all claims against OMW arising from your use of the Platform or any Trip facilitated through the Platform.

These Terms constitute a binding legal agreement between you and ON MY WAY CARPOOL (PTY) LTD. OMW reserves the right to amend these Terms at any time. Continued use of the Platform after notification of amendments constitutes acceptance of the amended Terms.

## 4. Limitation of Liability and Indemnification

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## 4.1 General Limitation of Liability

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE SOUTH AFRICAN LAW, ON MY WAY CARPOOL (PTY) LTD, ITS DIRECTOR LUCA MARCELLO FERREIRA, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, INJURY, DEATH, THEFT, FRAUD, OR ANY OTHER HARM OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE USE OF THE OMW PLATFORM OR ANY TRIP FACILITATED THROUGH THE PLATFORM.**

Without limiting the generality of the foregoing, OMW expressly excludes liability for:

- Death or personal injury sustained during or arising from any Trip, including injuries resulting from road accidents, vehicle defects, Driver negligence, or any other cause.
- Theft, robbery, loss of personal property, or any criminal act committed during or in connection with a Trip.
- Human trafficking, abduction, sexual assault, harassment, or any criminal act perpetrated by a Driver, Rider, or third party, notwithstanding OMW's identity verification measures.
- Physical, emotional, or psychological harm of any nature suffered by any User.
- Financial loss arising from non-completion of a Trip, cancellation, no-show, or payment disputes.
- Loss or damage arising from a Driver ejecting a Rider from a vehicle mid-journey after receiving payment. OMW will use commercially reasonable efforts to reimburse affected Riders in such circumstances but does not guarantee any refund where funds have been legitimately released from Escrow.
- Any loss arising from the use of fraudulent, forged, or expired identity documents or driving licences, notwithstanding OMW's use of Smile Identity verification. OMW does not guarantee the accuracy of third-party identity verification services.
- Vehicle breakdowns, mechanical failures, accidents, or any transportation incidents.
- Loss or damage arising from misrepresentation by any User on the Platform.
- Indirect, consequential, special, incidental, or punitive damages of any kind.
- Loss of income, business, opportunity, or reputation.

## 4.2 Specific Disclaimer Regarding Death and Personal Injury

OMW expressly disclaims all liability for death or personal injury arising from Trips facilitated through the Platform. Users acknowledge that carpooling involves inherent risks including road traffic accidents. By accepting these Terms, Riders and Drivers acknowledge these risks and agree that OMW bears no responsibility for any harm arising therefrom. The families, estates, heirs, or legal representatives of deceased or injured Users are bound by this waiver to the extent permitted by law.

## 4.3 Specific Disclaimer Regarding Criminal Acts

OMW implements identity verification measures including Smile Identity biometric verification. However, OMW cannot guarantee that all identity documents presented are genuine, that Users are who they claim to be, or that Users will not commit criminal acts. No identity verification system is infallible. OMW expressly disclaims liability for any criminal act committed by any User, including but not limited to human trafficking, sexual assault, robbery, fraud, and violent crime.

## 4.4 Indemnification

You agree to indemnify, defend, and hold harmless ON MY WAY CARPOOL (PTY) LTD, its director, employees, agents, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising from:

- Your use or misuse of the Platform.
- Your breach of these Terms and Conditions.
- Any Trip you post as a Driver or participate in as a Rider.
- Your violation of any applicable law or regulation.
- Any claim by a third party arising from your conduct on or off the Platform.

#### **4.5 Maximum Liability Cap**

Where liability cannot be entirely excluded by law, OMW's total aggregate liability to any User for all claims arising in any twelve-month period shall not exceed the Platform Fee paid by that User to OMW in the same period, being a maximum of 10% of the total amount transacted through the Platform by that User.

## **5. Driver Requirements and Obligations**

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### **5.1 Mandatory Requirements for Drivers**

Every Driver registering on the OMW Platform warrants and agrees that:

6. They hold a valid, unexpired South African Driver's Licence issued by the relevant South African licensing authority, appropriate for the class of vehicle they intend to drive.
7. Drivers whose licences have expired but who are in the process of renewal are permitted to drive with a valid temporary licence issued by a Driving Licence Testing Centre (DLTC) while their renewal is processed. A temporary licence must be carried at all times while driving for OMW Trips.
8. Their vehicle is roadworthy, has a valid Certificate of Roadworthiness, and is covered by at least third-party motor vehicle insurance. OMW strongly recommends comprehensive insurance.
9. Their vehicle has a valid motor vehicle licence disc.
10. They will comply with all South African road traffic legislation including the National Road Traffic Act 93 of 1996, at all times while conducting Trips.
11. They will not drive under the influence of alcohol, drugs, or any substance that impairs their ability to drive safely.
12. They will not exceed the legal speed limit at any time.
13. They will ensure all Riders wear seatbelts for the duration of the Trip.
14. They will not transport more Riders than the number of legal passenger seats in their vehicle.
15. They will complete the identity verification process required by OMW using Smile Identity or any other verification system implemented by OMW.
16. For registered taxi operators: they hold a valid Operating Licence for the route they intend to post on the Platform.

### **5.2 Driver Responsibility**

Drivers bear sole and exclusive responsibility for:

- The safety and wellbeing of all Riders in their vehicle.
- Compliance with all applicable laws and regulations.

- The roadworthiness and insurance of their vehicle.
- Their own driving behaviour and conduct.
- Any injuries, losses, or damages arising from their driving or conduct.

## 6. Rider Requirements and Obligations

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Every Rider registering on the OMW Platform warrants and agrees that:

17. They are 18 years of age or older, or travel with the consent and knowledge of a parent or legal guardian if under 18.
18. They will complete the registration process accurately and truthfully.
19. They will arrive at the designated pickup point at the agreed time. Failure to arrive within 1 hour of scheduled departure without prior notification to the Driver constitutes a no-show.
20. They will behave respectfully and lawfully toward the Driver and all other occupants of the vehicle.
21. They acknowledge the inherent risks of motor vehicle travel including the risk of accident, injury, and death.
22. They will not engage in any conduct that distracts the Driver or compromises the safety of the Trip.
23. They will wear their seatbelt for the entire duration of the Trip.
24. They will not carry or transport any illegal substances, weapons, or prohibited items.

## 7. Payment Terms

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### 7.1 Pricing and Platform Fee

Drivers set their own Seat Price for each Trip. OMW adds a Platform Fee of 10% of the Seat Price to arrive at the Total Fare payable by the Rider. For example: a Seat Price of R350 results in a Total Fare of R385 to the Rider. The Driver receives exactly the Seat Price they posted (R350). OMW retains the Platform Fee (R35) as its commission.

### 7.2 Escrow and Release

All Rider payments are held in escrow by TradeSafe pending Boarding Confirmation. Funds are not released to the Driver until the Rider boards and Boarding Confirmation is completed via QR code scan or PIN entry. If Boarding Confirmation does not occur within 1 hour of scheduled departure, the no-show policy applies as described in clause 7.4.

### 7.3 Cancellation and Refunds

- If a Driver cancels a Trip before departure, Riders receive a full refund of the Total Fare to their original payment method or OMW Wallet within a reasonable processing time.
- If a Rider cancels their booking before departure, a full refund is issued.
- OMW reserves the right to amend its refund and cancellation policy at any time. The current policy is displayed in the App at the time of booking.

## 7.4 No-Show Policy

If a Rider fails to board within 1 hour of scheduled departure and Boarding Confirmation has not occurred, the Rider is marked as a no-show. In such circumstances:

- 50% of the Total Fare (R192.50 on a R385 booking) is released to the Driver as compensation for waiting time and lost opportunity.
- 50% of the Total Fare is refunded to the Rider within a reasonable processing period.
- Repeat no-shows are recorded on the Rider's profile and may result in suspension or permanent removal from the Platform.
- A Rider who does not respond to a Driver's trip amendment notification within 24 hours of the scheduled departure is automatically marked as a no-show and the no-show policy applies.

## 7.5 Trip Amendments by Driver

Drivers may request amendments to a Trip's time or date after Riders have booked, subject to the following conditions:

- The Driver must submit the amendment request through the Edit Ride function in the App before the scheduled departure time.
- All confirmed Riders on the amended Trip will receive an in-app notification and push notification of the proposed change, including the new date and/or time.
- Each Rider may individually Accept or Reject the amendment within 24 hours of receiving the notification.
- Riders who Accept the amendment remain booked on the Trip at the amended time. Their Escrow payment continues to be held pending Boarding Confirmation.
- Riders who Reject the amendment receive a full refund of the Total Fare to their original payment method or OMW Wallet. Their booking is automatically cancelled.
- Riders who do not respond within 24 hours are automatically marked as no-shows and the no-show policy in clause 7.4 applies.
- OMW is not liable for any inconvenience, loss, or damage arising from a Driver amending a Trip.

## 7.5 Driver Ejection of Rider

If a Driver ejects a Rider from the vehicle after Boarding Confirmation has occurred and payment has been released from Escrow, OMW will investigate the complaint on a good-faith basis. OMW does not guarantee a refund in such circumstances as the payment has already been released. OMW will use commercially reasonable efforts to assist affected Riders. Users accept this risk by using the Platform and acknowledge that OMW bears no liability for the conduct of Drivers after payment release.

## 7.6 Payment Processing

Payments are processed through TradeSafe, a third-party payment service provider. OMW is not a payment service provider and bears no responsibility for payment processing failures, delays, or errors caused by TradeSafe or any banking institution. OMW does not store complete card details.

# 8. Identity Verification

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OMW uses Smile Identity to verify Driver identities through biometric liveness checks and South African identity document or driving licence verification. Notwithstanding this:

- OMW does not guarantee that all Drivers are who they claim to be.
- OMW does not guarantee the authenticity of any identity document or driving licence submitted for verification.
- OMW is not liable for any loss, harm, or damage arising from the use of fraudulent, forged, stolen, or otherwise invalid identity documents.
- Identity verification is provided as a best-effort service and does not constitute a warranty or guarantee of any User's identity, character, or suitability.

## 9. Safety Features and Limitations

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OMW implements various safety features including but not limited to:

- Driver identity verification via Smile Identity.
- Driver and Rider rating and review system.
- QR code and PIN-based boarding verification.
- In-app SOS button for Riders to alert emergency contacts.
- A three-strikes suspension policy for poorly-rated Drivers.

OMW makes no representation that these features will prevent harm, criminal activity, or any adverse event. These features are provided as a best-effort measure only. OMW expressly disclaims liability for any harm that occurs notwithstanding the implementation of these safety features.

## 10. Prohibited Conduct

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The following conduct is strictly prohibited on the OMW Platform:

- Providing false, misleading, or fraudulent information during registration or at any time.
- Impersonating another person or entity.
- Using the Platform for any commercial transport service without a valid Operating Licence.
- Driving under the influence of alcohol, drugs, or any impairing substance.
- Transporting illegal goods, substances, or weapons.
- Sexual harassment, assault, or any conduct of a sexual nature toward any User.
- Human trafficking or the facilitation thereof.
- Physical violence or threats of violence toward any User.
- Posting Trips with the intent to rob, defraud, or harm Riders.
- Booking Trips with the intent to rob, defraud, or harm Drivers.
- Manipulation of the rating system.
- Creating multiple accounts to circumvent suspension or banning.
- Any conduct that contravenes South African law.

OMW reserves the right to immediately suspend or permanently ban any User found to have engaged in prohibited conduct, without notice and without refund of any amounts paid.

## 11. Protection of Personal Information (POPIA)

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OMW processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). By using the Platform, you consent to OMW collecting, processing, storing, and using your personal information for the following purposes:

- User registration and account management.
- Identity verification via Smile Identity.
- Payment processing via TradeSafe.
- Facilitating connections between Drivers and Riders.
- Safety and security monitoring.
- Legal compliance and regulatory reporting.
- Improving the Platform and its features.
- Marketing and promotional communications, subject to your right to opt out.

OMW will not sell your personal information to third parties. OMW shares your information with TradeSafe (for payment processing), Smile Identity (for verification), and law enforcement authorities where required by law.

You have the right to access, correct, and request deletion of your personal information, subject to OMW's legal retention obligations. Contact [info@omwcarpool.co.za](mailto:info@omwcarpool.co.za) to exercise these rights.

## 12. Intellectual Property

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All intellectual property rights in the OMW Platform, App, brand, logo, software, and content are owned exclusively by ON MY WAY CARPOOL (PTY) LTD. No User acquires any rights to any intellectual property by virtue of using the Platform. Unauthorised reproduction, distribution, or modification of any OMW intellectual property is strictly prohibited.

## 13. Platform Availability

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OMW does not guarantee uninterrupted or error-free access to the Platform. OMW may suspend or discontinue the Platform at any time without notice for maintenance, upgrades, or any other reason. OMW is not liable for any loss arising from Platform unavailability.

## 14. Governing Law and Jurisdiction

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These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa. Any dispute arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the South African courts. Users consent to the jurisdiction of the Gauteng Division of the High Court of South Africa, Pretoria.

## 15. Dispute Resolution

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In the event of a dispute between Users, OMW may at its sole discretion attempt to facilitate resolution but is under no obligation to do so. OMW is not a party to disputes between Drivers and Riders and bears no liability for outcomes of such disputes.

Users are encouraged to attempt to resolve disputes directly. Where resolution cannot be reached, Users may refer disputes to the Consumer Goods and Services Ombud or approach the appropriate court.

## 16. Amendments to These Terms

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OMW reserves the right to amend these Terms at any time. Users will be notified of material changes via the App or by email. Continued use of the Platform after the effective date of any amendment constitutes acceptance of the amended Terms. If you do not accept the amended Terms, you must immediately cease using the Platform.

## 17. Severability

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If any provision of these Terms is found to be invalid, unlawful, or unenforceable under applicable South African law, that provision shall be deemed severed from these Terms without affecting the validity and enforceability of the remaining provisions.

## 18. Entire Agreement

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These Terms and Conditions, together with OMW's Privacy Policy, constitute the entire agreement between OMW and each User with respect to the Platform and supersede all prior agreements, representations, and understandings relating to the subject matter hereof.

## 19. Contact Details

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<b>Company</b>	ON MY WAY CARPOOL (PTY) LTD
<b>Registration</b>	2026/426010/07
<b>Email</b>	info@omwcarpool.co.za
<b>Website</b>	omwcarpool.co.za
<b>Physical address</b>	3 Rooibos Close, Woodlands Estate, Bendor, Polokwane, 0699

## ACCEPTANCE

By ticking the acceptance box in the OMW App, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety, including all limitations of liability, indemnifications, and risk waivers contained herein.