

AWFER Customer Terms & Conditions

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1. Acceptance of these Terms

Welcome to AWFER, a transportation technology platform operated by Awfer Tech Ltd ("AWFER", "we", "our", or "us").

These Customer Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Customer", "you", or "your") and Awfer Tech Ltd governing your registration for, access to, and use of the AWFER mobile application, website, and all related products and services (collectively, the "Services").

By creating a customer account, accessing, or using the Services, you confirm that:

- You have read and understood these Terms;
- You agree to be legally bound by these Terms;
- You have the legal capacity to enter into this agreement;
- You will comply with all applicable laws and regulations while using the Services; and
- You will comply with all policies published by AWFER that apply to the Services.

If you do not agree with these Terms, you must not register for or use the Services.

2. Definitions

For the purposes of these Terms:

"AWFER", "we", "our", and "us" mean Awfer Tech Ltd.

"Customer" means an individual who registers for, accesses, or uses the AWFER platform to request or receive transportation services.

"Driver" means an individual approved by AWFER to provide transportation services through the AWFER platform.

"Customer Account" means the registered account used by a Customer to access the Services.

"Trip" means a transportation request submitted by a Customer and accepted by a Driver through the AWFER platform.

"Vehicle" means the vehicle used by an approved Driver to provide transportation services.

"Services" means the AWFER mobile application, website, technology platform, software, dispatch system, and related services provided by AWFER.

3. About AWFER

AWFER provides a technology platform that enables Customers to request transportation services from independent Drivers using the AWFER application.

AWFER facilitates communication, trip dispatch, payment processing, and related technology services to support transportation services performed by Drivers.

Unless expressly stated otherwise, AWFER does not itself provide transportation services and is not a transportation carrier.

Drivers are independent service providers and are solely responsible for the transportation services they provide to Customers.

AWFER does not employ Drivers and does not control the manner in which Drivers perform transportation services, except for platform, safety, legal, and operational requirements applicable to use of the Services.

4. Customer Eligibility

To register and maintain a Customer Account, you must satisfy the eligibility requirements applicable to use of the Services.

By registering for or using the Services, you represent and warrant that:

- You are at least 18 years of age, or the minimum legal age required to use the Services in your jurisdiction, whichever is higher;
- You have the legal capacity to enter into these Terms;
- The information you provide to AWFER is accurate, complete, current, and not misleading;
- You will maintain accurate and up-to-date information in your Customer Account; and
- You will comply with all applicable laws and regulations while using the Services.

AWFER may refuse, suspend, restrict, or terminate access to the Services where reasonably necessary for legal, regulatory, safety, security, fraud prevention, or operational reasons.

5. Customer Account and Registration

To access certain features of the Services, you may be required to create a Customer Account.

You are responsible for providing accurate, complete, and up-to-date information during registration and throughout your use of the Services.

Your Customer Account may require information including:

- Your name;
- Email address;
- Mobile telephone number;
- Account credentials;
- Payment information where applicable; and
- Other information reasonably required to provide and secure the Services.

You are responsible for maintaining the confidentiality of your account credentials and for all activity conducted through your Customer Account.

You must not:

- Allow another person to use your Customer Account;
- Share your account credentials with another person;
- Create multiple Customer Accounts without AWFER's permission;
- Impersonate another individual; or
- Provide false, misleading, or fraudulent information.

You must notify AWFER promptly if you believe that your Customer Account has been accessed without your authorisation or that your account credentials have been compromised.

AWFER may require identity, account, payment, or security verification where reasonably necessary to protect the Services, prevent fraud, comply with legal obligations, or maintain platform security.

6. Requesting Transportation Services

Customers may use the Services to submit transportation requests to Drivers available through the AWFER platform.

When submitting a Trip request, you are responsible for providing accurate information, including where applicable:

- Pickup location;

- Destination;
- Number of passengers;
- Any information reasonably necessary to complete the Trip.

AWFER will use the information provided by you to identify and dispatch an available Driver.

Submitting a Trip request does not guarantee that a Driver will accept the request or that transportation services will be immediately available.

AWFER does not guarantee:

- Continuous availability of Drivers;
- A particular Driver;
- A particular Vehicle;
- A specific pickup time;
- A minimum level of service availability.

Trip availability may depend on Driver availability, demand, location, traffic, technical conditions, and other operational circumstances.

7. Trip Acceptance and Driver Assignment

Once a Driver accepts your Trip request, information necessary to facilitate the Trip may be displayed to you through the Services.

This information may include:

- Driver name;
- Driver photograph;
- Vehicle make and model;
- Vehicle colour;
- Vehicle registration number;
- Estimated arrival time;
- Driver location during an active Trip.

You are responsible for checking the Driver and Vehicle information provided through the Services before entering the Vehicle.

If the Driver or Vehicle does not reasonably correspond with the information displayed through the Services, you should not enter the Vehicle and should contact AWFER through the available support channels where appropriate.

AWFER may reassign, modify, or cancel a Trip where reasonably necessary due to operational, safety, technical, regulatory, or other legitimate circumstances.

8. Customer Responsibilities During a Trip

Customers must behave responsibly and respectfully throughout their use of the Services.

You agree that you will:

- Treat Drivers with courtesy, dignity, and respect;
- Follow reasonable instructions relating to passenger and vehicle safety;
- Comply with applicable laws and regulations;
- Wear a seat belt where required by law;
- Not intentionally damage or misuse the Vehicle;
- Not interfere with the Driver's ability to operate the Vehicle safely;
- Not engage in threatening, abusive, discriminatory, harassing, or violent behaviour;
- Not use the Services to facilitate unlawful activity;
- Not provide false or misleading information relating to a Trip; and
- Take reasonable care of your personal belongings during and following a Trip.

You must not ask or encourage a Driver to violate traffic laws, licensing requirements, safety requirements, or other applicable laws.

AWFER may take appropriate action where customer conduct reasonably creates a safety, security, legal, or operational concern.

9. Passenger Safety

Customers are responsible for behaving in a manner that does not create an unreasonable risk to themselves, the Driver, other passengers, members of the public, or the Vehicle.

Customers must not:

- Enter a Vehicle while carrying prohibited or unlawful items;
- Carry weapons in violation of applicable laws;
- Attempt to operate or interfere with the Vehicle;
- Intentionally distract the Driver while the Vehicle is moving;
- Engage in physical violence or threats;
- Damage the Vehicle;
- Attempt to access or interfere with Driver devices or platform equipment;
- Use the Services to facilitate criminal or unlawful activity.

Where a Customer's conduct creates an immediate or serious safety concern, the Driver may end the Trip where reasonably necessary and safe to do so.

AWFER may investigate reported safety incidents and may suspend or terminate a Customer Account where appropriate.

Customers should use appropriate emergency services where an immediate emergency or threat to life or safety exists.

10. Trip Cancellation

Customers may cancel a Trip through the Services where cancellation functionality is available.

Cancellation may occur before or after a Driver has accepted the Trip.

Customers should cancel a Trip as soon as reasonably possible if transportation is no longer required.

AWFER may apply cancellation charges where such charges are introduced and communicated through the Services, subject to applicable law.

Any applicable cancellation charge will be communicated to the Customer through the Services where reasonably practicable before or at the time the cancellation is processed.

AWFER may waive or adjust a cancellation charge where reasonably appropriate, including where cancellation results from circumstances outside the Customer's reasonable control.

AWFER may monitor cancellation activity to identify fraud, abuse, manipulation, or other misuse of the Services.

Repeated or systematic misuse of cancellation functionality may result in warnings, restrictions, suspension, or termination of a Customer Account in accordance with these Terms.

11. Customer No-Show

If a Customer is not present at the designated pickup location when the Driver arrives, the Driver may wait for a reasonable period before cancelling the Trip.

Where the Customer application remains connected to the Services, the standard waiting period is up to five (5) minutes from the Driver's arrival at the pickup location.

Customers should make reasonable efforts to be ready and available at the designated pickup location when the Driver arrives.

If the Customer does not arrive within the applicable waiting period, the Driver may leave the pickup location and the Trip may be cancelled through the Services.

At the time of publication of these Terms, AWFER does not charge Customers a no-show fee in these circumstances.

AWFER reserves the right to amend its waiting period or no-show policies in the future, subject to applicable law and reasonable notice where required.

12. Trip Fares and Pricing

The price of a Trip is determined using the pricing mechanisms in effect through the Services at the relevant time.

Depending on the circumstances, the fare may be based on factors including:

- Pickup location;
- Destination;
- Trip distance;
- Trip duration;
- Applicable pricing rates;
- Applicable taxes or charges; and
- Other pricing adjustments communicated through the Services.

Where an estimated fare is displayed before a Trip is accepted, the final fare may differ from the estimate where circumstances affecting the Trip change.

Examples may include changes to the route, Trip duration, destination, waiting time, additional charges, or other circumstances permitted by the applicable pricing structure.

AWFER does not guarantee that an estimated fare will always be identical to the final fare unless expressly stated otherwise through the Services.

13. Payments

Customers are required to provide a valid payment method where payment is required to use the Services.

Payments may be processed through third-party payment providers, including Stripe, or other payment service providers used by AWFER.

By providing payment information, you authorise AWFER and its payment service providers to process applicable charges associated with your use of the Services.

You are responsible for ensuring that your payment information is accurate, valid, and up to date.

AWFER may be unable to provide certain Services where a valid payment method cannot be provided or a payment cannot be successfully processed.

You must not use a payment method that you are not authorised to use.

AWFER may refuse, reverse, delay, or otherwise investigate a payment where reasonably necessary to prevent fraud, resolve a payment dispute, comply with legal obligations, or protect the integrity of the Services.

14. Payment Failures and Outstanding Amounts

If a payment cannot be successfully processed, AWFER may attempt to process the payment again using the payment method associated with your Customer Account.

Examples of payment failures may include:

- Insufficient funds;
- Expired payment methods;
- Incorrect payment information;
- Bank or card restrictions;
- Payment provider restrictions;
- Security or fraud prevention measures; or
- Technical payment processing failures.

Where an amount remains outstanding, AWFER may restrict your ability to request additional Trips until the outstanding amount has been resolved, subject to applicable law.

You remain responsible for amounts properly owed for transportation services you have received through the Services.

15. Refunds and Fare Disputes

If you believe that a fare, payment, or other charge has been incorrectly calculated or processed, you may contact AWFER through the available customer support channels.

When reviewing a fare or payment dispute, AWFER may consider information including:

- Trip records;
- Pickup and destination information;
- Route information;

- Trip timestamps;
- GPS and location information;
- Payment records;
- Cancellation information;
- Information provided by the Customer or Driver; and
- Other relevant platform records.

AWFER may make reasonable adjustments, refunds, or other corrections where it determines that an error has occurred or where otherwise appropriate.

Refunds, where approved, may be issued to the original payment method or through another lawful method determined by AWFER.

AWFER does not guarantee that every fare dispute will result in a refund or adjustment.

Any refund or adjustment will be subject to applicable law and AWFER's applicable policies and procedures.

16. Driver Ratings and Feedback

Customers may be provided with the opportunity to rate Drivers and provide feedback following a Trip.

Ratings and feedback should be honest, accurate, and based on your genuine experience.

You must not use ratings or feedback to:

- Threaten or harass a Driver;
- Extort or attempt to obtain money, services, or other benefits;
- Submit false or misleading information;
- Discriminate against a Driver;
- Manipulate Driver ratings;
- Retaliate against a Driver for reporting safety or policy concerns; or
- Otherwise abuse the rating or feedback system.

AWFER may review ratings and feedback for fraud, abuse, manipulation, or violations of these Terms.

AWFER may remove, restrict, or disregard ratings or feedback where reasonably necessary to maintain the integrity of the Services.

17. Lost Property

Customers are responsible for checking the Vehicle and ensuring that they have collected their personal belongings before leaving following a Trip.

If you believe you have left property in a Vehicle, you should contact AWFER through the available support channels as soon as reasonably practicable.

AWFER may assist in facilitating communication between you and the Driver for the purpose of recovering lost property.

Drivers may be required to make reasonable efforts to identify, safeguard, and return property left in their Vehicle.

AWFER does not guarantee that lost property will be recovered or returned.

Customers should not use the Driver's personal contact information for purposes unrelated to the recovery of lost property or resolution of a legitimate issue relating to the relevant Trip.

AWFER is not responsible for personal property lost, damaged, or left unattended during or following a Trip, except where liability cannot lawfully be excluded or limited.

18. Customer Communications

AWFER may communicate with you regarding your Customer Account, Trips, payments, security, support requests, and other matters relating to the Services.

Communications may include:

- Account notifications;
- Trip notifications;
- Driver arrival notifications;
- Payment notifications;
- Security alerts;
- Verification requests;
- Service announcements;
- Customer support communications; and
- Updates relating to these Terms or other applicable policies.

You agree to provide accurate contact information and to keep your contact details up to date.

AWFER may use email, telephone, SMS, push notifications, in-app communications, or other communication methods made available through the Services.

You may be unable to receive certain communications if you disable relevant device permissions, block notifications, or provide inaccurate contact information.

19. Prohibited Customer Conduct

Customers must use the Services lawfully, honestly, and in good faith.

You must not:

- Use the Services for unlawful purposes;
- Create false or fraudulent Customer Accounts;
- Impersonate another individual;
- Allow another person to use your Customer Account where prohibited;
- Provide false or misleading information;
- Use stolen, fraudulent, or unauthorised payment methods;
- Manipulate fares, Trip information, GPS information, or other platform functionality;
- Attempt to create artificial demand;
- Fraudulently request or cancel Trips;
- Attempt to obtain refunds or credits through fraudulent or misleading claims;
- Interfere with the operation, integrity, or security of the Services;
- Reverse engineer, attack, exploit, or attempt to gain unauthorised access to the Services;
- Harass, threaten, abuse, intimidate, or discriminate against Drivers, other Customers, AWFER personnel, or members of the public;
- Damage or intentionally misuse Vehicles;
- Use the Services to facilitate criminal activity; or
- Circumvent any security, safety, payment, or platform safeguards.

AWFER may investigate activity that reasonably indicates fraud, abuse, misuse, or other violations of these Terms.

20. Account Suspension and Termination

AWFER may temporarily suspend, restrict, or permanently terminate a Customer Account where there is a legitimate business, legal, regulatory, contractual, security, or safety reason for doing so.

Examples include, but are not limited to:

- Fraudulent activity;
- Use of false or misleading information;
- Payment fraud;
- Abuse of refund or cancellation processes;
- Serious or repeated breaches of these Terms;
- Threatening, abusive, or unsafe conduct;
- Criminal activity affecting the safety or integrity of the Services;

- Unauthorised use of another person's account;
- Attempts to interfere with the Services;
- Circumvention of platform safeguards; or
- Conduct that may endanger Drivers, Customers, members of the public, or AWFER.

Where appropriate, AWFER may suspend a Customer Account while an investigation is ongoing.

Nothing in this Section limits AWFER's ability to take immediate action where necessary to protect public safety, comply with legal obligations, prevent fraud, maintain the integrity of the Services, or protect Customers, Drivers, or AWFER.

Termination of a Customer Account does not affect any rights, obligations, liabilities, or payment obligations that accrued before termination.

Where reasonably practicable, AWFER may provide a Customer with an opportunity to request a review of a suspension or termination decision by contacting AWFER through the designated support channels.

AWFER will consider information submitted by the Customer during the review process and will notify the Customer of its final decision within a reasonable period where appropriate.

21. Fraud Prevention and Investigations

AWFER is committed to maintaining the integrity, fairness, and security of the Services.

AWFER may investigate activity that reasonably indicates fraud, abuse, or misuse of the Services.

Examples include:

- Identity fraud;
- Use of stolen or unauthorised payment information;
- Fake Trips;
- Artificial Trip generation;
- Fare manipulation;
- Refund abuse;
- Account sharing;
- Multiple Customer Accounts created without authorisation;
- Attempting to interfere with the operation or security of the Services; and
- Providing false or misleading information to AWFER.

During an investigation, AWFER may:

- Request additional information or documentation;

- Temporarily suspend access to the Services;
- Restrict Customer Account functionality;
- Delay or investigate payments where permitted under these Terms;
- Cooperate with payment providers;
- Cooperate with regulatory authorities; and
- Cooperate with law enforcement where required by law or reasonably necessary.

Providing false information during an investigation may itself constitute a breach of these Terms.

22. Privacy

AWFER processes personal information in accordance with the applicable AWFER Privacy Policy, which forms an integral part of your use of the Services.

By using the Services, you acknowledge that your personal information will be collected, used, stored, disclosed, and otherwise processed as described in the applicable Privacy Policy.

Customers must use and disclose Driver or other user information obtained through the Services only for purposes reasonably necessary to use the Services or as otherwise authorised by law.

Customers must not:

- Collect, retain, disclose, sell, or use Driver personal information for unrelated purposes;
 - Contact Drivers outside the AWFER platform except where reasonably necessary to complete a Trip, recover lost property, or resolve a legitimate issue relating to a recent Trip;
 - Record, copy, disclose, sell, or otherwise use Driver personal information for marketing or other unrelated purposes; or
 - Share Driver personal information with any third party except where required by law or expressly authorised by the Driver or AWFER.
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23. Intellectual Property

The Services, including the AWFER mobile application, software, technology platform, databases, trademarks, logos, branding, text, graphics, interfaces, and related intellectual property, are owned by or licensed to AWFER and are protected by applicable intellectual property laws.

Subject to these Terms, AWFER grants Customers a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Services solely for their intended purpose.

Customers must not:

- Copy, reproduce, modify, distribute, or commercially exploit any part of the Services;
- Reverse engineer, decompile, or attempt to extract source code except where expressly permitted by law;
- Remove copyright, trademark, or proprietary notices;
- Use AWFER's trademarks, logos, or branding without prior written permission;
- Attempt to gain unauthorised access to any part of the Services or AWFER's systems; or
- Use the Services or their content to develop or operate a competing service without AWFER's prior written permission.

All rights not expressly granted under these Terms remain reserved by AWFER.

24. Service Availability

AWFER aims to provide reliable and continuously available Services but does not guarantee that the Services will always be available, uninterrupted, secure, or error-free.

The Services may occasionally be unavailable or restricted due to:

- Scheduled maintenance;
- Emergency maintenance;
- Technical failures;
- Internet or telecommunications failures;
- Mobile network interruptions;
- Third-party service failures;
- Payment provider interruptions;
- Cybersecurity incidents;
- System upgrades;
- Events beyond AWFER's reasonable control; or
- Other operational circumstances.

AWFER may modify, suspend, restrict, or discontinue any part of the Services where reasonably necessary for operational, technical, legal, regulatory, safety, or business reasons.

AWFER does not guarantee:

- Continuous availability of Drivers;
- A minimum number of available Drivers;

- A specific pickup time;
 - A particular Driver;
 - A particular Vehicle;
 - Continuous access to the Services; or
 - That every Trip request will be accepted.
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25. Limitation of Liability

To the fullest extent permitted by applicable law, AWFER shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, loss of business opportunities, loss of goodwill, loss of data, or interruption of business arising from or relating to the Services.

AWFER does not guarantee:

- Continuous availability of the Services;
- Uninterrupted access to the platform;
- A minimum number of available Drivers;
- That every Trip request will be accepted;
- That the Services will be free from errors, interruptions, delays, or technical failures.

AWFER is not responsible for losses arising from:

- Internet connectivity failures;
- Mobile network interruptions;
- GPS inaccuracies;
- Third-party software or service failures;
- Payment provider interruptions;
- Driver conduct or actions, except to the extent that liability cannot lawfully be excluded or limited; or
- Events beyond AWFER's reasonable control.

Nothing in these Terms excludes or limits liability where such exclusion or limitation would be unlawful.

26. Indemnification

Customers agree to indemnify, defend, and hold harmless AWFER, its directors, officers, employees, contractors, affiliates, licensors, and service providers from and against any claims, losses, liabilities, damages, costs, expenses, fines, penalties, and reasonable legal fees arising out of or relating to:

- The Customer's breach of these Terms;
- The Customer's misuse of the Services;
- The Customer's violation of applicable laws or regulations;
- Fraudulent, negligent, or unlawful conduct by the Customer; or
- Personal injury, property damage, or other losses caused by the Customer to the extent permitted by law.

This Section survives termination of these Terms.

27. Force Majeure

AWFER shall not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure results from events beyond its reasonable control.

Such events may include, but are not limited to:

- Natural disasters;
- Severe weather;
- Floods;
- Fires;
- Epidemics or pandemics;
- War;
- Terrorism;
- Civil unrest;
- Government actions;
- Court orders;
- Telecommunications failures;
- Internet outages;
- Cybersecurity incidents;
- Power failures;
- Labour disputes affecting third parties.

AWFER will use reasonable efforts to resume normal operation of the Services as soon as reasonably practicable.

28. Changes to these Terms

AWFER may amend these Terms from time to time to reflect changes in applicable laws, regulatory requirements, technology, business operations, or the Services.

Where reasonably practicable, AWFER will provide notice of material changes through the Services, by email, or by other appropriate means.

The updated Terms will become effective on the date specified in the revised version.

Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms, subject to applicable law.

29. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of law principles.

Any dispute arising out of or relating to these Terms or the Services shall be subject to the exclusive jurisdiction of the courts of England and Wales, unless applicable law requires otherwise.

30. Contact Information

If you have any questions regarding these Terms, you may contact AWFER using the following details:

Awfer Tech Ltd

Company Registration Number: 15975495

Registered Office:

22a Channel View Crescent, Portishead, Bristol, England, BS20 6LY

United Kingdom

Email: contact@awfer.net

Website: <https://awfer.net>