

AWFER Drivers Terms & Conditions

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1. Acceptance of these Terms

Welcome to **AWFER Drivers**, a driver platform operated by **Awfer Tech Ltd** ("**AWFER**", "**we**", "**our**", or "**us**").

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

By creating a driver 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**.

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

"Customer" means an individual using the AWFER platform to request transportation services.

"Driver Account" means the registered account used to access the Services.

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

"Vehicle" means the vehicle approved by AWFER for use when providing transportation services.

"Services" means the AWFER Drivers 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 Drivers 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 solely responsible for the transportation services they provide to Customers.

4. Independent Contractor Relationship

This is one of the most important provisions of these Terms.

Nothing in these Terms creates or is intended to create any relationship of employment, worker status, agency, partnership, joint venture, franchise, or similar relationship between AWFER and any Driver.

Drivers use the AWFER platform as **independent self-employed contractors**.

Accordingly:

- Drivers are not employees of AWFER.
- Drivers are not workers of AWFER.
- Drivers are not agents of AWFER.

- Drivers are not authorised to act on behalf of AWFER except where expressly authorised in writing.
- Drivers are responsible for managing their own business activities while using the Services.

Drivers remain free to determine when they make themselves available to receive trip requests, subject to these Terms and any applicable regulatory requirements.

Nothing in these Terms prevents Drivers from providing transportation services through other platforms or conducting independent business activities, provided doing so does not breach these Terms or applicable laws.

Drivers are solely responsible for:

- Their own income tax obligations;
 - National Insurance contributions and other statutory payments where applicable;
 - Obtaining and maintaining all licences, permits, approvals, and insurance required to provide transportation services;
 - Maintaining their Vehicle in a safe, roadworthy, and legally compliant condition; and
 - Complying with all laws, regulations, and licensing requirements applicable to their activities.
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5. Eligibility to Become a Driver

To register and maintain a Driver Account, you must continuously satisfy AWFER's eligibility requirements.

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

- You are at least 18 years of age or the minimum legal age required to provide private hire transportation services in your jurisdiction, whichever is higher.
- You are legally entitled to work and provide transportation services in the jurisdictions in which you operate.
- You hold all licences, permits, certifications, and approvals required by applicable laws and licensing authorities.
- All information and documentation provided to AWFER is accurate, complete, current, and not misleading.
- You will promptly notify AWFER of any changes affecting your eligibility or ability to provide transportation services.
- You will maintain all required licences, insurance, vehicle documentation, and regulatory approvals throughout your use of the Services.

- You understand that approval to use the Services is subject to AWFER's verification procedures and may be refused, suspended, or withdrawn where eligibility requirements are not met.

AWFER may request updated information or documentation at any time where reasonably necessary to verify ongoing compliance with these Terms, applicable laws, regulatory requirements, or platform safety standards.

By applying for or using the Services, Drivers acknowledge and agree that AWFER may carry out, or require the completion of, identity verification, document verification, driving licence verification, vehicle verification, insurance verification, payment verification, background checks where permitted or required by applicable law, and any other verification reasonably necessary to assess eligibility, prevent fraud, protect the safety and security of the Services, or comply with legal or regulatory obligations.

Drivers agree to cooperate with such verification processes and to provide any information or documentation reasonably requested by AWFER. **Failure to cooperate with or successfully complete any required verification may result in the refusal, suspension, restriction, or termination of a Driver Account in accordance with these Terms.**

6. Driver Registration and Verification

To access the Services, you must successfully register for a Driver Account and complete AWFER's verification process.

As part of registration, you may be required to provide accurate, complete, and up-to-date information, including:

- Personal identification information;
- Contact information;
- Driver licensing information;
- Vehicle information;
- Insurance documentation;
- Private Hire Vehicle (PHV) licensing documentation where applicable;
- A recent photograph of yourself;
- Any additional information reasonably requested by AWFER to verify your eligibility.

All information and documents submitted during registration must be truthful, accurate, complete, and belong to you.

Submission of an application does not guarantee approval.

AWFER may approve, refuse, suspend, or terminate a Driver Account where there is a legitimate business, legal, regulatory, contractual, or safety reason for doing so.

Where reasonably practicable, AWFER may request additional information before making a decision regarding your application or continued access to the Services.

7. Driver Responsibilities

Drivers are responsible for providing transportation services professionally, safely, lawfully, and in accordance with these Terms.

By using the Services, you agree that you will:

- Maintain all licences, permits, approvals, and insurance required by applicable laws;
- Ensure that your Vehicle remains safe, roadworthy, clean, and legally compliant;
- Keep your Driver Account information accurate and up to date;
- Maintain valid contact information;
- Follow all applicable traffic laws and licensing requirements;
- Treat customers, members of the public, and AWFER personnel with courtesy, dignity, and respect;
- Operate your Vehicle safely and responsibly at all times;
- Use reasonable care to protect customer property left in your Vehicle;
- Make reasonable efforts to identify, safeguard, and report any property left in the Vehicle during or following a Trip, and cooperate with AWFER and the Customer in facilitating its return where reasonably practicable.
- Promptly report any accident, collision, injury, criminal incident, or other material safety event occurring during or in connection with a Trip through the AWFER Application or another reporting method designated by AWFER. Drivers must cooperate with any reasonable investigation conducted by AWFER, insurers, payment providers, or competent authorities.

Drivers remain solely responsible for the transportation services they provide.

8. Vehicle Requirements

Only Vehicles approved by AWFER may be used to provide transportation services through the Services.

Drivers must ensure that each approved Vehicle:

- Complies with all applicable licensing and regulatory requirements;
- Holds all insurance required by applicable law, including Private Hire Vehicle (PHV), Hire & Reward, or any equivalent insurance required for the transportation services provided through the Services, where applicable.
- Maintains a valid MOT certificate where applicable;
- Is mechanically safe and roadworthy;
- Is clean, hygienic, and reasonably maintained;
- Meets any vehicle standards published by AWFER from time to time.

Drivers must not use a Vehicle that is unsafe, unlicensed, uninsured, or otherwise fails to satisfy applicable legal or platform requirements.

AWFER may request updated vehicle documentation or evidence of vehicle inspections, maintenance, repairs, insurance, MOT certification (where applicable), licensing, or any other documentation reasonably necessary to verify that a Vehicle continues to comply with these Terms, applicable laws, and platform requirements.

9. Maintaining Driver Eligibility

Your eligibility to use the Services is an ongoing obligation.

You must immediately notify AWFER if:

- Your driving licence expires, is suspended, revoked, or restricted;
- Your PHV licence expires, is suspended, revoked, or restricted;
- Your insurance lapses or changes in a way that affects your eligibility;
- Your Vehicle becomes unavailable or no longer complies with applicable requirements;
- Information previously provided to AWFER becomes inaccurate;
- Any circumstance arises that may materially affect your ability to safely and lawfully provide transportation services.

Failure to maintain eligibility may result in the temporary suspension or permanent termination of your Driver Account.

10. Driver Conduct

Drivers represent the AWFER platform whenever they provide transportation services using the Services.

Accordingly, Drivers must conduct themselves professionally and responsibly at all times.

Drivers must not:

- Engage in threatening, abusive, intimidating, discriminatory, or harassing behaviour;
- Operate a Vehicle while impaired by alcohol, illegal drugs, or any substance that may impair safe driving;
- Carry weapons in violation of applicable laws;
- Use the Services to facilitate unlawful activity;
- Falsify documents or information;
- Impersonate another individual;
- Allow another person to access or use their Driver Account;
- Share account credentials with any other person;
- Accept transportation requests using another Driver's account;
- Create multiple Driver Accounts without AWFER's written permission;
- Manipulate GPS signals, trip information, fares, or platform functionality;
- Engage in fraudulent activity or attempt to improperly obtain payments or incentives;
- Deliberately interfere with the operation, integrity, or security of the Services.

Drivers are expected to maintain a professional standard of behaviour toward customers, members of the public, regulators, and AWFER personnel.

Serious or repeated violations of this Section may result in suspension or permanent termination of your Driver Account.

11. Driver Availability

Drivers determine when they make themselves available to receive Trip requests.

Drivers are free to:

- Go online or offline at their discretion;
- Accept or decline Trip requests;
- Temporarily stop using the Services at any time.

Nothing in these Terms requires a Driver to remain continuously available or to accept a minimum number of Trip requests.

However, AWFER may monitor usage patterns to identify conduct that may adversely affect the reliability, integrity, safety, or operation of the Services.

Repeated misuse of platform functionality may result in warnings, temporary restrictions, suspension, or other action in accordance with these Terms.

12. Trip Requests

Trip requests are offered to eligible Drivers through the Services.

Drivers are responsible for reviewing Trip requests before accepting them.

AWFER does not guarantee:

- A minimum number of Trip requests;
- Continuous availability of Trip requests;
- Driver earnings;
- Any particular level of demand.

Drivers may freely decline or ignore Trip requests without immediate penalty.

However, AWFER reserves the right to investigate repeated patterns of conduct that reasonably indicate misuse, abuse, fraud, or intentional disruption of the Services.

13. Trip Acceptance and Cancellation

Once a Driver accepts a Trip, the Driver is expected to make reasonable efforts to complete the transportation service.

Drivers may cancel an accepted Trip at any time, including before or after travelling toward the pickup location.

AWFER recognises that cancellations may occur for legitimate reasons, including:

- Safety concerns;
- Vehicle issues;
- Customer behaviour;
- Emergencies;
- Operational circumstances beyond the Driver's reasonable control.

AWFER does not automatically penalise individual cancellations.

However, AWFER continuously monitors cancellation activity to identify repeated patterns of misuse or abuse of the Services.

Where cancellation behaviour reasonably indicates fraud, manipulation, intentional service disruption, or other conduct inconsistent with these Terms, AWFER may investigate and take appropriate action.

14. Customer No-Show

When a Driver arrives at the designated pickup location, the Driver is expected to wait for the Customer for a reasonable period.

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.

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.

15. Fair Use of the Platform

Drivers must use the Services honestly and in good faith.

Drivers must not engage in behaviour intended to manipulate, interfere with, or undermine the proper operation of the Services.

Examples include, but are not limited to:

- Repeatedly accepting Trips without intending to complete them;
- Excessively cancelling Trips without legitimate reason;
- Artificially remaining unavailable to manipulate dispatch;
- Attempting to influence fares through dishonest conduct;
- Coordinating fraudulent activity with Customers or other Drivers;
- Manipulating GPS or location information;

- Creating artificial demand;
- Circumventing platform safeguards;
- Exploiting software bugs or technical vulnerabilities.

AWFER evaluates driver activity as a whole and may consider patterns of behaviour rather than isolated incidents when determining whether misuse or abuse has occurred.

Where AWFER reasonably believes that a Driver has engaged in misuse, abuse, fraud, or other conduct that adversely affects the Services, AWFER may investigate and take appropriate action under these Terms.

16. Driver Earnings

Drivers may earn income by successfully completing Trips through the Services.

The amount payable for each completed Trip is determined in accordance with the pricing mechanisms in effect at the time the Trip is accepted, together with any applicable adjustments, promotions, or incentives.

Unless otherwise stated by AWFER:

- Earnings become payable only after a Trip has been successfully completed;
- Cancelled Trips do not normally generate driver earnings unless expressly stated by AWFER;
- All earnings are subject to applicable deductions, commissions, adjustments, taxes, refunds, and other lawful deductions where applicable.

AWFER does not guarantee any minimum level of earnings, Trip volume, or income.

Driver earnings depend on factors including demand, availability, Trip completion, and other operational conditions.

17. AWFER Commission and Fees

In consideration for providing access to the Services, AWFER may charge Drivers a commission, service fee, or other fees as communicated through the Services or other official communications.

AWFER reserves the right to amend its commission structure or introduce new fees where reasonably necessary for operational, commercial, legal, or regulatory reasons.

Where practicable, AWFER will provide reasonable notice before material changes take effect.

Continued use of the Services following the effective date of such changes constitutes acceptance of the updated commission or fee structure, subject to applicable law.

18. Stripe Connect and Driver Payouts

AWFER uses **Stripe Connect** to facilitate driver payouts.

To receive payouts, Drivers must maintain a valid and fully verified Stripe Connect account that satisfies all applicable verification and regulatory requirements.

Drivers are solely responsible for ensuring that their payout information remains accurate, complete, and up to date.

This includes, where applicable:

- Bank account information;
- Identity verification information;
- Tax information required by Stripe;
- Any additional information requested by Stripe or AWFER.

Failure to maintain valid payout information may delay or prevent payouts until the required information has been updated and successfully verified.

Drivers acknowledge that certain verification requirements are determined by Stripe and applicable financial regulations, and AWFER cannot override such requirements.

19. Failed Payouts

Where a payout cannot be completed due to inaccurate, outdated, incomplete, or invalid payout information, AWFER may suspend the affected payout until the issue has been resolved.

Examples include:

- Closed bank accounts;
- Incorrect bank account information;
- Verification failures;
- Stripe account restrictions;
- Regulatory verification requirements;

- Technical payment processing failures.

Where a payout fails, AWFER may require the Driver to update or reconnect their Stripe Connect account before further payouts are processed.

Once the required information has been successfully updated and verified, AWFER will process any outstanding eligible payouts in accordance with its payout procedures.

AWFER is not responsible for delays resulting from inaccurate information provided by the Driver or restrictions imposed by Stripe or other financial institutions.

20. Withholding Payments

AWFER may temporarily delay, withhold, adjust, or reverse payouts where reasonably necessary, including where:

- Fraud is suspected;
- A payment dispute is under investigation;
- A Trip is reasonably believed to have been completed fraudulently;
- A legal or regulatory obligation requires the withholding of funds;
- Stripe or another payment provider places restrictions on a payout;
- Technical issues affect payment processing;
- A court order or lawful request requires action;
- A Driver has received funds in error.

Where appropriate, AWFER will notify the Driver of the reason for the delay or withholding unless prohibited by law or where doing so would compromise a fraud or security investigation.

Any withheld funds will be released once the relevant issue has been resolved, unless AWFER is legally required or otherwise entitled under these Terms to retain or recover those funds.

21. Taxes

Drivers are independent self-employed contractors and are solely responsible for determining, reporting, and paying any taxes, duties, National Insurance contributions, VAT obligations (where applicable), or other governmental charges arising from their use of the Services or the transportation services they provide.

Nothing in these Terms creates any obligation on AWFER to calculate, collect, withhold, or pay taxes on behalf of Drivers unless required by applicable law.

Drivers are responsible for obtaining independent tax advice where necessary.

22. Recovery of Incorrect Payments

If AWFER reasonably determines that a Driver has received an overpayment, duplicate payment, payment made in error, or funds to which the Driver was not entitled, AWFER may recover those amounts.

Recovery may be made by:

- Offsetting the amount against future driver earnings;
- Requesting repayment from the Driver;
- Reversing the transaction where permitted by the payment provider; or
- Any other lawful method available under applicable law.

AWFER will provide reasonable details of the basis for the recovery unless prohibited by law or where doing so would compromise an ongoing fraud or security investigation.

Drivers agree to cooperate in resolving payment discrepancies promptly and in good faith.

23. Suspension and Termination

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

Examples include, but are not limited to:

- Failure to maintain required licences or insurance;
- Submission of false, misleading, or fraudulent information;
- Fraudulent activity;
- Unsafe driving;
- Criminal activity affecting the safety or integrity of the Services;
- Serious or repeated breaches of these Terms;
- Failure to comply with applicable laws or regulatory requirements;
- Abuse of the Services;
- Conduct that may endanger customers, other drivers, members of the public, or AWFER.

Where appropriate, AWFER may suspend a Driver 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, or safeguard the integrity of the Services.

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

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

Nothing in this Section requires AWFER to delay or reverse any action taken where immediate action is reasonably necessary to protect public safety, comply with legal obligations, prevent fraud, maintain the integrity of the Services, or protect Customers, other Drivers, or AWFER.

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

24. 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;
- Submission of forged or altered documents;
- GPS manipulation or spoofing;
- Fake Trips;
- Artificial Trip generation;
- Fare manipulation;
- Account sharing;
- Multiple Driver Accounts created without authorisation;
- Payment fraud;
- Referral or promotion abuse;
- Attempting to interfere with the operation or security of the Services.

During an investigation, AWFER may:

- Request additional information or documentation;
- Temporarily suspend access to the Services;
- Delay or withhold payouts where permitted under these Terms;
- Cooperate with payment providers;
- Cooperate with licensing authorities;
- 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.

25. Intellectual Property

The Services, including the AWFER Drivers 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 Drivers a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Services solely for the purpose of providing transportation services through the AWFER platform.

Drivers 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 or branding without prior written permission.

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

26. Privacy

AWFER processes personal information in accordance with the **AWFER Drivers 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 Privacy Policy.

Drivers are responsible for handling any customer information obtained through the Services in accordance with applicable privacy and data protection laws.

Drivers must not collect, retain, disclose, sell, or use customer personal information for any purpose unrelated to the completion of a Trip or otherwise authorised by law.

Drivers must not:

- Contact Customers 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.
- Retain Customer personal information for longer than reasonably necessary or as otherwise required by applicable law;
- Copy, record, disclose, sell, or otherwise use Customer personal information for marketing or any purpose unrelated to the Services;
- Share Customer personal information with any third party except where required by law or expressly authorised by the Customer or AWFER.

27. 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 Trip requests;
- Any minimum level of driver earnings;
- 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;

- Events beyond AWFER's reasonable control.

Drivers acknowledge that they are responsible for maintaining suitable backup communication methods and ensuring that their devices remain operational while providing transportation services.

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

28. Indemnification

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

This Section survives termination of these Terms.

29. 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.

30. 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.

31. 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.

32. Contact Information

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

Awfer Tech Ltd

Company Registration Number: **[Companies House Registration Number]**

Registered Office:

[Registered Office Address]

United Kingdom

Email: **contact@awfer.net**

Website: <https://awfer.net>

33. Entire Agreement

These Terms, together with the AWFER Drivers Privacy Policy and any other policies or documents expressly incorporated by reference, constitute the entire agreement between AWFER and the Driver regarding the use of the Services and supersede all prior discussions, negotiations, communications, representations, understandings, and agreements relating to the same subject matter.

The Driver acknowledges that, in entering into these Terms, they have not relied upon any representation, statement, or promise that is not expressly set out in these Terms, except where such reliance cannot lawfully be excluded.

34. Severability

If any provision of these Terms is determined by a court or other competent authority to be unlawful, invalid, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it lawful, valid, and enforceable.

If such modification is not possible, the provision shall be deemed severed from these Terms, and the remaining provisions shall remain in full force and effect.

35. No Waiver

Failure or delay by AWFER to exercise any right, remedy, or enforce any provision of these Terms shall not constitute a waiver of that right, remedy, or provision.

Any waiver shall be effective only if made expressly in writing and shall apply only to the specific circumstances for which it is given.

A waiver of any breach shall not constitute a waiver of any subsequent or continuing breach.

36. Assignment

AWFER may assign, transfer, novate, subcontract, or otherwise deal with any of its rights or obligations under these Terms in connection with a merger, acquisition, corporate restructuring, sale of assets, financing transaction, or other legitimate business reorganisation.

Drivers may not assign, transfer, delegate, subcontract, or otherwise dispose of any rights or obligations under these Terms, or permit another person to access or use their Driver Account, without AWFER's prior written consent.

Any attempted assignment or transfer in breach of this Section shall be void to the extent permitted by applicable law.

37. Survival

Any provision of these Terms that, by its nature or intended purpose, is intended to survive termination shall continue in full force and effect following the suspension or termination of the Driver Account.

This includes, without limitation, provisions relating to payment recovery, indemnification, intellectual property, confidentiality, privacy obligations, limitation of liability, governing law, dispute resolution, taxes, outstanding payment obligations, and any rights or liabilities that accrued prior to termination.

38. Electronic Acceptance

By selecting "**I Agree**", "**Accept**", "**Continue**", creating a Driver Account, or otherwise accessing or using the Services, the Driver acknowledges and agrees that these Terms are entered into electronically and constitute a legally binding agreement between the Driver and AWFER.

The Driver agrees that electronic acceptance of these Terms has the same legal effect as a handwritten signature to the fullest extent permitted by applicable law.

AWFER may retain electronic records of the Driver's acceptance of these Terms, including the date, time, and version of the Terms accepted, for evidential, legal, regulatory, and operational purposes.