



Nduky Rider Terms and Conditions V 1.0

Effective Date: 01/08/2025

1. Introduction

Welcome to **Nduky Express**. By registering as a Rider on the Nduky platform, you agree to adhere to the following Terms and Conditions. These terms govern your use of the Nduky platform and outline the expectations and responsibilities associated with your role as a Rider.

You acknowledge and agree that **you are not an employee, agent, or representative of Nduky Express**. You are engaged as an **independent contractor**, and your relationship with Nduky is solely for the purpose of accessing the platform to receive and perform delivery requests.

2. Eligibility and Registration

- **2.1** You must be at least 18 years old and possess a valid government-issued identification.
- **2.2** You must have a valid driving license and any other necessary permits required by Kenyan law.
- **2.3** Your vehicle (motorbike/tuk-tuk/car/van) must be roadworthy and comply with all local regulations.
- **2.4** You must own or have authorized access to a smartphone compatible with the Nduky app.

3. Rider Obligations

- **3.1 Professional Conduct:** You shall conduct yourself professionally, courteously, and respectfully with all clients, merchants, and Nduky staff.
- **3.2 Parcel Safety:** You are responsible for the safe handling and timely delivery of all parcels. Any damage or loss due to negligence will result in penalties or suspension.
- **3.3 Compliance:** You agree to comply with all traffic laws, safety regulations, and Nduky policies during deliveries. You must not knowingly transport, deliver, or facilitate the delivery of any prohibited, harmful, illegal, or dangerous goods, including but not limited to contraband, weapons, narcotics, counterfeit items, or hazardous materials. Should you knowingly engage in such activities, Nduky shall not be held responsible in any way, and you shall bear full legal and financial responsibility for any consequences arising from such actions.

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- **3.4 Confidentiality:** You shall not disclose any client information or delivery details to unauthorized parties.

4. Use of the Nduky Platform

- **4.1 Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.
- **4.2 Device Requirements:** You must ensure your device is in good working condition and has sufficient data and battery life to complete deliveries.
- **4.3 App Updates:** You agree to regularly update the Nduky app to the latest version to ensure optimal performance.

5. Earnings, Taxes, and Payments

- **5.1 Commission Structure:** Your earnings are based on the number of deliveries completed and any applicable bonuses or incentives.
- **5.2 Payment Schedule:** Payments earned will be disbursed on a daily basis to your registered mobile money account.
- **5.3 Deductions:** Nduky reserves the right to deduct amounts for penalties, damages, or other liabilities incurred due to your actions.
- **5.4 Taxes:** If required by law, Nduky shall deduct and remit applicable taxes at source in accordance with Kenyan tax regulations.

6. Insurance and Liability

- **6.1 Personal Insurance:** You are encouraged to have personal accident and health insurance coverage.
- **6.2 Third-Party Insurance:** You must have valid third-party insurance for your vehicle as required by law.
- **6.3 Liability:** Nduky is not liable for any accidents, injuries, or damages incurred during deliveries unless caused by system errors.

7. Termination and Suspension

- **7.1 Voluntary Termination:** You may deactivate your Rider account at any time by notifying Nduky in writing.



- **7.2 Involuntary Suspension:** Nduky reserves the right to suspend or terminate your account for violations of these terms, misconduct, or any actions that compromise the safety and integrity of the platform.
- **7.3 Appeals:** You have the right to appeal any suspension or termination by contacting Nduky support within 7 days of notification.

8. Dispute Resolution

- **8.1 Internal Resolution:** Any disputes arising from these terms should first be addressed through Nduky's internal support channels.
- **8.2 Mediation:** If unresolved, disputes may be referred to mediation before seeking legal recourse.

9. Amendments

- **9.1** Nduky reserves the right to modify these Terms and Conditions at any time. Riders will be notified of significant changes via the app or registered contact details.
- **9.2** Continued use of the Nduky platform after such modifications constitutes acceptance of the updated terms.

10. Governing Law

These Terms and Conditions are governed by the laws of Kenya. Any legal proceedings shall be conducted in the appropriate courts within Kenya.

11. Independent Contractor Status

Riders on the Nduky platform are independent contractors and not employees, agents, or representatives of Nduky. As an independent contractor, you are solely responsible for your work methods, schedule, and operational decisions, provided you comply with these Terms and Conditions. Where required by law, Nduky shall deduct taxes at source as mandated by the applicable laws of Kenya.

Acknowledgment

By registering and using the Nduky platform, you acknowledge that you have read, understood, and agreed to abide by these Terms and Conditions, including your independent contractor status and applicable tax obligations.

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