CARGOAL

TERMS OF SERVICE

Governing the use of the CarGoal platform and services

Effective Date: January 2026

1. INTRODUCTION AND ACCEPTANCE

Welcome to CarGoal. These Terms of Service ("Terms") govern your access to and use of the CarGoal platform, including our WhatsApp booking service, website at www.cargoal.com.gh, and mobile application ("Platform"), operated by CarGoal ("we", "us", "our", "CarGoal"), co-founded by Richmond Akesseh and Desmond Osei Duodu, registered in Ghana.

By accessing or using the Platform in any capacity — as an Importer, Clearing Agent, Driver, Fleet Owner, or any other user — you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

These Terms constitute a legally binding agreement under the laws of the Republic of Ghana, including the Electronic Transactions Act, 2008 (Act 772).

2. DEFINITIONS

"Platform": The CarGoal website, mobile application, and WhatsApp booking service.

"Importer": Any person or business using CarGoal to book cargo transport services.

"Clearing Agent": A licensed customs agent using CarGoal on behalf of importers.

"Driver": A verified truck operator who provides transport services through CarGoal.

"Fleet Owner": A person or entity owning multiple commercial vehicles registered on CarGoal.

"Booking": A confirmed cargo transport request made through the Platform.

"Escrow": CarGoal's secure payment holding system, released upon delivery confirmation.

"Insurance": Optional cargo protection offered through Enterprise Insurance Ghana.

"GHS" or "GH₵": Ghana Cedis, the lawful currency of the Republic of Ghana.

3. THE CARGOAL PLATFORM

CarGoal is a technology intermediary platform that connects Importers and Clearing Agents with verified Drivers for cargo transport services. CarGoal is not a transport company, freight forwarder, or carrier. CarGoal does not own, operate, or control the vehicles used on the Platform.

CarGoal's role is to: (a) provide a marketplace for cargo transport bookings; (b) verify Drivers before admission to the network; (c) facilitate secure escrow payments; (d) provide optional cargo insurance through Enterprise Insurance Ghana; and (e) offer real-time shipment tracking on the mobile application.

4. ACCOUNT REGISTRATION

To use CarGoal's full services, you must register an account. By registering, you confirm that:

- All information you provide is accurate, current, and complete.
- You are at least 18 years of age.
- You have the legal authority to enter into these Terms on behalf of yourself or any entity you represent.
- You will update your information promptly if it changes.

CarGoal reserves the right to suspend or terminate accounts where information is found to be false, incomplete, or misleading.

5. DRIVER TERMS AND OBLIGATIONS

Drivers must meet all of the following requirements before joining the CarGoal network:

- Hold a valid Ghana driver's license appropriate for the vehicle class.
- Hold a valid Ghana Card (national identification).
- Have a roadworthy commercial vehicle with valid roadworthy certificate.
- Pass CarGoal's manual verification process including document review.
- Maintain minimum performance scores as required by CarGoal from time to time.

Drivers agree to:

- Accept only jobs they are capable of completing with their registered vehicle.
- Arrive at the pickup location on time and in the agreed vehicle.
- Treat cargo with reasonable care throughout transport.
- Not divert, delay, or abandon a cargo without notifying CarGoal immediately.
- Upload proof of delivery (photo) upon completing each job.
- Maintain a valid and operational mobile money account for payment receipt.
- Not solicit future bookings directly from Importers outside the Platform.

6. IMPORTER AND AGENT TERMS

Importers and Clearing Agents agree to:

- Provide accurate cargo details at the time of booking including container size, cargo type, weight, and destination.
- Ensure cargo is ready for collection at the stated pickup time.
- Not use CarGoal to transport illegal goods, contraband, hazardous materials, or any items prohibited under Ghanaian law.
- Confirm delivery promptly upon receiving cargo, thereby releasing driver payment.
- Raise disputes within 24 hours of the stated delivery time.
- Not contact Drivers directly to arrange bookings outside the Platform.

7. BOOKING AND DISPATCH PROCESS

Bookings are initiated through CarGoal's WhatsApp service (+233 555 389 551) or the mobile application. A booking is confirmed when: (a) the Importer submits booking details; (b) CarGoal provides a price quote; and (c) payment is received and confirmed.

CarGoal matches each confirmed booking with an available, suitable, verified Driver. CarGoal does not guarantee the availability of any specific Driver or vehicle type at any time. In the event no suitable Driver is available, CarGoal will notify the Importer and provide a full refund.

CarGoal reserves the right to refuse any booking at its discretion, including where cargo details are incomplete, suspicious, or potentially unlawful.

8. PRICING AND PLATFORM FEES

Prices for transport services are calculated by CarGoal based on route distance, truck type, cargo type, and prevailing demand conditions. Prices are presented to the Importer before booking confirmation and represent the total transport fee.

CarGoal charges a platform fee of five percent (5%) of the base transport fee on every completed booking. This fee is deducted from the transport fee before releasing payment to the Driver. The platform fee is non-refundable once a Driver has been dispatched.

All prices are quoted and charged in Ghana Cedis (GHS). CarGoal does not accept liability for any exchange rate fluctuations or bank charges incurred by users.

9. PAYMENTS AND ESCROW

Payment is collected from the Importer at the time of booking confirmation. All funds are held in escrow by CarGoal until the Importer confirms delivery.

Upon delivery confirmation by the Importer, CarGoal releases the Driver's earnings (base transport fee minus the 5% platform fee) to the Driver's registered mobile money account (MTN MoMo, Telecel Cash, or AirtelTigo) within a reasonable timeframe, typically within minutes of confirmation.

If an Importer does not confirm or dispute delivery within forty-eight (48) hours of the stated delivery time, CarGoal may automatically release payment to the Driver after investigation.

CarGoal accepts payment via: MTN Mobile Money, Telecel Cash, AirtelTigo Money, bank transfer, and card payment.

10. OPTIONAL CARGO INSURANCE

CarGoal offers optional cargo insurance through its partnership with Enterprise Insurance Ghana, licensed by the National Insurance Commission of Ghana. Insurance is NOT mandatory and is selected by the Importer at the time of booking.

Insurance premiums are as follows:

- Salon / Saloon Car: GH₵ 245.50
- SUV: GH₵ 348.70
- Luxury Car: GH₵ 488.88
- Motorcycle: GH₵ 98.88
- Loose and Consolidated Cargo: GH₵ 80.00 – GH₵ 250.00 (based on cargo type and declared value)

All cargo insurance provides coverage up to GH₵ 500,000 per shipment. Insurance terms, exclusions, and claims procedures are governed by the policy issued by Enterprise Insurance Ghana. CarGoal is not an insurer and does not underwrite insurance risk. CarGoal is not liable for insurance claims or disputes between the Importer and Enterprise Insurance Ghana.

Insurance premiums collected are forwarded to Enterprise Insurance Ghana in accordance with CarGoal's partnership agreement. Importers who opt out of insurance acknowledge that their cargo is uninsured during transit and CarGoal bears no liability for loss or damage.

11. CANCELLATIONS

Cancellations are governed by CarGoal's Refund Policy, which forms part of these Terms. Users are directed to the separate Refund Policy document for full details.

12. PROHIBITED CONDUCT

The following conduct is strictly prohibited on the CarGoal Platform:

- Transporting illegal goods, controlled substances, contraband, or items prohibited under Ghanaian law.
- Providing false booking information including undeclared cargo weight or type.
- Circumventing the Platform to arrange direct bookings with Drivers outside CarGoal.
- Threatening, harassing, or abusing Drivers, Importers, or CarGoal staff.
- Creating multiple accounts to abuse promotions or circumvent suspensions.
- Using the Platform for money laundering or any financial crime.
- Attempting to access CarGoal's systems without authorisation.
- Impersonating another person or entity on the Platform.

Violation of these prohibitions may result in immediate account suspension, termination, reporting to relevant authorities, and legal action.

13. RATINGS AND REVIEWS

Following each completed booking, both Importers and Drivers may rate each other on the Platform. Ratings must be honest and based on genuine experience. CarGoal reserves the right to remove ratings that are fraudulent, abusive, or in violation of these Terms.

Driver performance scores are used by CarGoal to determine job eligibility and priority matching. CarGoal reserves the right to suspend Drivers whose scores fall below acceptable thresholds.

14. INTELLECTUAL PROPERTY

All content on the CarGoal Platform including the brand name, logo, software, design, text, images, and trade marks are the exclusive property of CarGoal or its licensors. Nothing in these Terms grants you any right to use CarGoal's intellectual property without prior written consent.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

CarGoal provides the Platform on an 'as is' and 'as available' basis. CarGoal makes no warranties, express or implied, regarding the Platform's availability, accuracy, or fitness for a particular purpose.

CarGoal is not liable for: (a) any loss or damage to cargo where the Importer has not purchased insurance; (b) delays caused by road conditions, weather, or third-party factors; (c) acts of theft, vandalism, or third-party interference; (d) indirect, consequential, or punitive damages of any kind; (e) loss of profit or business interruption arising from use of the Platform.

To the maximum extent permitted by Ghanaian law, CarGoal's total aggregate liability to any user shall not exceed the value of the booking in respect of which the claim arises.

16. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CarGoal, its founders, employees, agents, and partners from and against any claims, damages, liabilities, losses, and expenses (including legal fees) arising from: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any third-party rights; or (d) any inaccurate information you provided.

17. DISPUTE RESOLUTION

In the event of a dispute between an Importer and a Driver arising from a CarGoal booking, both parties must first attempt to resolve the matter through CarGoal's dispute resolution process by contacting CarGoal on +233 555 389 551 within forty-eight (48) hours of the incident.

CarGoal will investigate and issue a determination within five (5) business days. CarGoal's determination is not legally binding but reflects a good-faith assessment of the evidence available. Either party may pursue legal remedies through Ghana's courts independently.

18. TERMINATION

CarGoal may suspend or terminate your access to the Platform at any time, with or without notice, for breach of these Terms, fraudulent activity, or any conduct CarGoal reasonably believes is harmful to the Platform or its users.

You may terminate your account at any time by contacting CarGoal on +233 555 389 551. Termination does not release you from obligations incurred prior to termination.

19. AMENDMENTS

CarGoal reserves the right to amend these Terms at any time. Updated Terms will be posted on www.cargoal.com.gh and communicated to registered users. Continued use of the Platform after notification constitutes acceptance of the amended Terms.

20. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of the Republic of Ghana. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Ghana.

21. CONTACT

For questions about these Terms, contact CarGoal at:

- WhatsApp: +233 555 389 551
- Email: legal@cargoal.com.gh
- Address: Tema, Greater Accra Region, Republic of Ghana

⚠LEGAL NOTICE: These Terms have being reviewed by a qualified Ghanaian commercial lawyer before publishing. CarGoal has seeked formal legal counsel to ensure full compliance with Ghanaian law.