

KARGONET

PRIVACY POLICY AND TERMS OF USE

*Prepared for Logistics Connect Limited
Courier, Client Portal, Rider Tools and Tracking Services
Ghana / West Africa*

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This document is intended for operational adoption and publication after management and legal review. It is drafted to align with the company's courier operations, app/portal workflow, tracking records, proof-of-delivery processes, no-COD rider policy, compensation procedure and Ghana-specific regulatory context.

Revision History

Version	Date	Prepared / Updated By	Summary of Change
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PART A: PRIVACY POLICY

Important note: This Privacy Policy is a working business draft prepared for publication and operational use. It should be reviewed by Ghana-qualified legal counsel and aligned with the company's Data Protection Commission registration details before publication.

1. Introduction

This Privacy Policy explains how Logistics Connect Limited, trading under or operating the Kargonet brand, collects, uses, stores, shares and protects personal information when customers, recipients, employees, riders, corporate clients, agents and other users access or use the Kargonet Application, Client Portal and related online services.

For purposes of this Privacy Policy, 'Kargonet', 'we', 'us' and 'our' refer to Logistics Connect Limited. 'You' refers to any person who uses the app, website, client portal, rider tools, tracking pages, customer service channels, or any related service.

2. Scope of This Privacy Policy

This Policy applies to personal data processed through:

- Shipment booking, pickup, sorting, storage, delivery and return services.
- The Kargonet app, client portal, online tracking pages, rider/driver tools, and administrative dashboards.
- Customer service, complaints, claims, compensation, insurance, billing and account support.
- Notifications sent by SMS, email, phone, WhatsApp or other approved communication channels.
- Security, audit, compliance, fraud prevention and incident management activities.

3. Data Controller and Contact Details

The data controller for the services is Logistics Connect Limited, a company operating in Ghana. Before publication, insert the company's registered office address, Data Protection Commission registration number if applicable, and the official privacy contact email.

- Company: Logistics Connect Limited / Kargonet
- Address: Suit A5, 4th Floor TDC Towers, Tema – Community Two
- Privacy Contact: support@mykargonet.org
- Telephone: +233244112403
- Data Protection Commission Registration Number: Not available now

4. Personal Data We Collect

Depending on your role and the service used, we may collect the following categories of personal data:

- Identity and contact details: full name, phone number, email address, company name, department, job title and user ID.
- Sender and recipient details: sender name, sender address, recipient name, recipient address, delivery location, phone number and email address.
- Shipment details: tracking number, barcode, parcel description, declared value, weight, dimensions, service type, special handling instructions, pickup and delivery notes.
- Proof records: proof of pickup, proof of delivery, signatures, recipient confirmation, delivery notes, call attempts, timestamped scans and delivery photos where required.
- Account and login data: username, role, permissions, authentication records, password reset records, session information and audit logs.

- Operational records: dispatch assignments, rider/driver ID, vehicle assignment, route information, status updates, failed delivery reason codes, cancellation notes, returns and incident reports.
- Payment and billing records: invoice details, service charges, payment reference, account status and approved invoicing information. Riders do not collect cash or mobile money for deliveries unless a separate written company process is approved.
- Customer support records: inquiries, complaints, claims, feedback, documents submitted, resolutions, escalation history and communications.
- Technical data: device type, browser, IP address, login time, app version, crash logs, cookies and similar identifiers.
- Location data: approximate or precise location data where this is enabled for rider dispatch, delivery verification, route monitoring or security.

5. How We Collect Personal Data

- Directly from customers, senders, recipients, employees, riders, corporate clients and account administrators.
- Through the app, client portal, booking forms, tracking pages, ERP modules, rider tools and customer service channels.
- From scans, barcodes, delivery notes, signatures, photographs, route updates and system-generated status events.
- From third parties involved in the service, such as corporate clients, insurers, logistics partners, payment providers, email/SMS providers, cloud hosting providers, regulators and law enforcement agencies where applicable.

6. Why We Use Personal Data

We process personal data for legitimate courier, logistics, technology, compliance and customer service purposes, including to:

- Create shipments, barcodes, tracking numbers and customer accounts.
- Collect, sort, store, dispatch, deliver, return or reattempt shipments.
- Verify sender and recipient details, delivery addresses and proof of delivery or pickup.
- Provide real-time or near real-time shipment tracking and customer notifications.
- Operate the ERP, client portal, rider application, dashboards, reports and audit trails.
- Communicate about pickup windows, delivery windows, failed delivery attempts, rescheduling, complaints, claims and service updates.
- Investigate lost, damaged, delayed, cancelled, suspicious or disputed shipments.
- Process compensation claims, insurance requests, invoices, refunds, credits and account statements.
- Protect parcels, customers, staff, facilities, vehicles, systems and company assets.
- Prevent fraud, unauthorized access, misuse of accounts, falsified scans and security incidents.
- Comply with Ghanaian law, regulatory obligations, court orders, law enforcement requests and applicable courier/postal requirements.
- Improve our services, app performance, operational reporting, route planning and customer experience.

7. Lawful Basis for Processing

We process personal data only where we have a lawful basis. Depending on the activity, this may include:

- Performance of a contract: to provide courier, pickup, delivery, tracking, billing and support services requested by the customer or corporate client.
- Legal or regulatory obligation: to comply with applicable laws, regulators, records, tax, insurance, security, incident reporting and dispute requirements.

- Legitimate business interest: to operate a secure, traceable and reliable courier service, prevent fraud, maintain audit records, protect parcels and resolve disputes.
- Consent: where required for optional communications, optional insurance, location features, marketing or use of data for purposes not covered by the original service request.
- Vital interests or public interest: where urgent safety, emergency, security, crime prevention or lawful authority requirements apply.

8. Sharing and Disclosure of Personal Data

We do not sell personal data. We may share personal data only where necessary and lawful, including with:

- Authorized employees, riders, drivers, dispatchers, hub personnel, managers, customer service and finance staff based on role-based access.
- Senders, recipients and corporate clients for shipment status, delivery confirmation, claims and service support.
- Technology providers that host, secure, maintain or support the app, ERP, cloud database, email/SMS notification tools, analytics and backup systems.
- Payment processors, banks, insurers and licensed insurance partners where payment, refund, claim or insurance processing is required.
- Professional advisers, auditors and consultants under confidentiality obligations.
- The Postal and Courier Services Regulatory Commission, Data Protection Commission, Cyber Security Authority, National Insurance Commission, tax authorities, courts, law enforcement or other public authorities where required or permitted by law.
- A successor entity in the event of a merger, restructuring, acquisition, sale of business or transfer of operations, subject to appropriate confidentiality and data protection safeguards.

9. International Data Transfers and Cloud Hosting

Our technology systems may use cloud infrastructure and service providers that store or process data outside Ghana. Where personal data is transferred outside Ghana, we will take reasonable steps to ensure that appropriate contractual, technical and organizational safeguards are in place and that the transfer complies with applicable data protection requirements.

10. Data Security

We use reasonable technical and organizational measures to protect personal data from unauthorized access, misuse, loss, alteration or disclosure. These measures may include:

- Role-based access controls and user permissions.
- Password protection, authentication controls and account monitoring.
- Encryption in transit and, where available, encryption at rest.
- System logs, audit trails and tracking of key operational events.
- Restricted access to customer records, delivery records, claims files and management reports.
- Backups, incident response processes and device-loss escalation procedures.
- Staff and rider training on confidentiality, customer data protection and proper system use.

No online system is completely risk-free. Users must protect their login credentials, avoid sharing passwords and promptly report suspected unauthorized access.

11. Data Retention

We retain personal data only for as long as necessary for the purposes for which it was collected, including service delivery, legal compliance, audit, tax, insurance, security, claims and dispute resolution. Our general retention approach is:

- Package, shipment, pickup, delivery and proof records: normally retained for a minimum of five (5) years for operational, legal, audit and dispute resolution purposes.
- Insurance, claims and compensation records: normally retained for at least five (5) years or longer where required by law, insurer requirements or active disputes.
- Customer interaction and complaint records: retained for the duration necessary to manage the customer relationship, improve service quality and defend legal claims, unless deletion is required by law.
- CCTV/security footage: retained according to facility security policy, unless needed for an investigation, incident, claim or legal requirement.
- Account and audit logs: retained for security, compliance and system integrity purposes for a reasonable period based on risk and legal requirements.

At the end of the retention period, personal data may be securely deleted, anonymized or archived where lawful and necessary.

12. Your Data Protection Rights

Subject to applicable law and verification of identity, you may have rights to:

- Request access to personal data we hold about you.
- Request correction of inaccurate or incomplete personal data.
- Request deletion, blocking or restriction of certain personal data where lawful.
- Object to processing in certain circumstances.
- Withdraw consent where processing is based on consent.
- Request information about how your personal data is used and shared.
- File a complaint with the Data Protection Commission of Ghana if you believe your rights have been violated.

To exercise your rights, contact us using the contact details in Section 3. We may request information to verify your identity and may refuse or limit a request where permitted by law, including where records must be retained for legal, claims, safety, regulatory or fraud-prevention reasons.

13. Cookies and Similar Technologies

Our website, app and portal may use cookies, local storage or similar technologies to support login sessions, improve security, remember preferences, analyze performance and maintain the reliability of the service. You may be able to control cookies through your browser settings, but disabling cookies may affect login, tracking and portal functionality.

14. Marketing Communications

We may send service-related communications that are necessary for the operation of shipments, accounts, tracking, delivery and claims. We will seek consent where required before sending promotional or marketing messages. You may opt out of marketing messages, but you may still receive operational messages related to active shipments, accounts, billing, security or legal notices.

15. Children and Minors

Our services are not directed at children. Where a minor is a recipient or beneficiary of a delivery, personal data must be provided by a parent, guardian, school, organization or other responsible adult with authority to provide the information.

16. Third-Party Links and Services

The app or website may link to third-party platforms, payment pages, maps, messaging tools or external websites. We are not responsible for the privacy practices or content of third-party services. Users should review the privacy notices of those services before providing personal data.

17. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. Updated versions will be published through the app, website, client portal or other appropriate channels. Material changes may be communicated by email, SMS, in-app notice or other reasonable methods.

18. Contact and Complaints

For privacy questions, complaints or requests, contact:

- Logistics Connect Limited / Kargonet
- Address: Suit A5, 4th Floor TDC Towers, Tema – Community Two
- Email: support@mykargonet.org
- Telephone: +233244112403

You may also contact the Data Protection Commission of Ghana if you are not satisfied with how your concern has been handled.

PART B: TERMS OF USE

Important note: These Terms of Use are a working business draft for the Kargonet app, ERP, rider tools, client portal, tracking website and related courier services. They should be reviewed by Ghana-qualified legal counsel before customer publication or employee rollout.

1. Acceptance of These Terms

These Terms of Use govern access to, and use of the Kargonet Application, Client Portal and related online services operated by Logistics Connect Limited under the Kargonet brand. By creating an account, booking a shipment, using the tracking service, accessing the client portal, using rider tools or otherwise using our online services, you agree to these Terms.

If you use the service on behalf of a company, institution or organization, you confirm that you are authorized to bind that organization to these Terms.

2. Services Covered

The services may include:

- Courier pickup and delivery services.
- Package receipt, sorting, labeling, storage, dispatch, delivery, return and reattempt handling.
- Shipment tracking, notifications and customer support.
- Client portal access for corporate clients and authorized users.
- Internal ERP modules for operations, dispatch, fleet, rider management, billing, reporting, approvals and administration.
- Rider/driver tools for route assignments, milestone scans, proof of pickup, proof of delivery and exception reporting.

Specific services may be subject to additional written agreements, service-level arrangements, tariffs, insurance terms, customer contracts or standard operating procedures.

3. Eligibility and Account Registration

- You must provide accurate, complete and current information when creating an account, booking a shipment or using the service.
- You are responsible for maintaining the confidentiality of your login details and all activity under your account.
- Accounts may be created for employees, riders, managers, corporate clients, finance users, operations users and other authorized users based on role and business need.
- You must not share your username, password, one-time password or authentication credentials with anyone.
- We may suspend, restrict or terminate accounts where there is suspected misuse, unauthorized access, security risk, fraud, falsified records, breach of these Terms or breach of company policy.

4. User Responsibilities

You agree to:

- Use the app and services lawfully, honestly and only for their intended purpose.
- Provide accurate sender, recipient, address, contact, shipment and payment information.
- Ensure that items are properly described, packaged, labeled and not prohibited or dangerous.
- Promptly update or correct inaccurate information.
- Use tracking and portal information only for legitimate shipment-related purposes.

- Not interfere with system security, attempt unauthorized access, scrape data, upload malicious code, bypass permissions or misuse another user's account.
- Treat riders, staff, customer service personnel and other users respectfully and lawfully.

5. Bookings, Shipment Information and Customer Instructions

- A shipment is accepted only when we confirm the booking, assign a tracking number, receive the package or otherwise approve the shipment for processing.
- The sender must provide correct sender details, recipient details, delivery address, phone numbers, package description, declared value where requested, service type and special handling instructions.
- We may withhold, delay, reject, return or suspend processing of a shipment where information is incomplete, inaccurate, suspicious, unlawful, unsafe or unverifiable.
- Delivery timelines, route plans, tracking events and estimated arrival windows are estimates unless a separate written service commitment expressly states otherwise.
- We may contact the sender or recipient by phone, SMS, email, WhatsApp or in-app notification for operational purposes.

6. Prohibited, Restricted and Special Handling Items

You must not send, request pickup of, or attempt to deliver prohibited, unlawful, unsafe or restricted items. These may include, without limitation:

- Explosives, inflammable, dangerous, hazardous or filthy substances.
- Illegal drugs, narcotics, controlled substances or items prohibited by law.
- Pornographic, indecent or unlawful materials.
- Living creatures likely to damage other items or injure any person.
- Items prejudicial to public safety, public order, national security or applicable postal/courier laws.
- Items prohibited by IATA rules, customs rules, aviation rules, international carriage rules or the laws of the origin, transit or destination country.
- Fragile, perishable, high-value, temperature-sensitive or special-care items that have not been declared and packaged according to our instructions.

We may inspect the outside of packages, refuse acceptance, isolate a package, notify authorities, return a package or take other reasonable steps where we suspect prohibited or unsafe contents. We do not accept liability for loss, delay or damage resulting from the sender's failure to declare, package or lawfully tender an item.

7. Packaging and Labelling

- The sender is responsible for ensuring that each package is properly packed, sealed, protected and suitable for transport.
- Fragile, perishable, liquid, high-value and heavy items must be clearly declared and packaged according to applicable handling instructions.
- Labels must be legible, securely attached and contain the required sender, recipient, tracking and handling information.
- We may decline or delay pickup where packaging is inadequate, damaged, leaking, unsafe or likely to damage other shipments.

8. Tracking, Scans and Proof of Delivery

- Tracking information is provided to improve transparency and may include receipt, sorting, dispatch, out-for-delivery, failed-attempt, returned, cancelled, delivered and return-to-sender events.

- Tracking updates depend on scanning, connectivity, system availability and operational conditions. Temporary delays or missed scans may occur.
- Proof of Delivery may include recipient name, phone confirmation, signature, timestamp, rider/driver ID, delivery note and/or delivery photo where applicable.
- Proof of Pickup may include sender confirmation, signature, timestamp, pickup note and/or pickup photo where applicable.
- You must not falsify, manipulate, misuse or dispute tracking information in bad faith.

9. Delivery, Failed Delivery, Returns and Reattempts

- Recipients may be contacted before delivery, especially where access is restricted or the delivery location requires gate/security clearance.
- A delivery may fail because of no answer, wrong address, unreachable phone, access denied, unsafe location, recipient refusal, cancellation, weather, operational disruption or other reasonable cause.
- After a failed attempt, we may arrange reattempt, hold for pickup, return to sender, cancellation or another action based on operational instructions and customer service approval.
- Packages must not be left unattended or handed to unauthorized persons unless a separate approved delivery instruction applies.
- A recipient's refusal or cancellation at the door may be treated as a failed delivery, and the package may be returned to the hub pending further instruction.

10. Cancellations and Route Changes

- Cancellations and changes must be confirmed through authorized Kargonet channels. Riders and drivers are not authorized to negotiate refunds, penalties, alternate addresses or policy exceptions directly at the door.
- If cancellation occurs after pickup or dispatch, the shipment may be returned to the hub and marked with the appropriate cancellation, hold, failed delivery or return status.
- Additional fees may apply for reattempts, redirection, storage, return-to-sender, cancellation after dispatch or other extra services, where communicated or agreed.

11. Pricing, Payment and No Cash-on-Delivery Policy

- Prices, tariffs, charges, taxes and fees may be displayed in the app, stated in quotations, agreed by contract or communicated by customer service.
- Shipments must be prepaid or approved for invoicing before dispatch unless a separate written arrangement applies.
- Kargonet riders do not collect cash, mobile money or other payment at pickup or delivery as part of standard operations.
- Any payment dispute must be raised through customer service or the billing contact stated on the invoice or account record.
- We may suspend service for unpaid accounts, disputed misuse, chargebacks, fraud concerns or breach of payment terms.

12. Insurance

Insurance may be available for certain shipments where expressly requested, approved and paid for before shipment. Insurance terms, exclusions, premiums, insured value and claim procedures may be subject to the terms of the relevant licensed insurance provider and Kargonet's insurance procedure. Unless insurance is expressly purchased and confirmed, standard protection limits may apply.

13. Complaints and Customer Support

- Customer inquiries and complaints may be submitted by phone, email, in person, social media, the Kargonet app or other approved channels.
- Complaints may be categorized by type, including service issue, package issue, billing issue, tracking issue, delivery delay, damage or loss.
- We may investigate complaints by reviewing tracking records, scan history, delivery notes, photos, customer communications, staff reports and CCTV/security records where applicable.
- We will provide a response or resolution based on the facts available, applicable terms, SOPs, contracts and law.

14. Claims and Compensation

This section applies unless a separate written contract, insurance policy or legally mandatory rule provides otherwise.

- **Lost package:** a package may be treated as lost after a reasonable investigation and after it cannot be located during the transportation or delivery process within the claim investigation period.
- **Damaged package:** a package may qualify for review where it is damaged during transit and the damage is documented with appropriate evidence.
- **Delayed package:** a package may qualify for review where it is not delivered within the estimated timeframe and the delay is not caused by excluded circumstances.
- Claims must be submitted in writing within five (5) working days of the incident or delivery issue.
- Supporting documents may include photos, shipment receipt, tracking number, proof of value, invoice for the goods, customer bank details and any other document reasonably required.
- Required supporting documents must be submitted within fifteen (15) working days after notification; otherwise the claim may be declined or treated as abandoned.
- After receiving all required documents, we will review the claim and communicate a decision in writing within ten (10) working days, where practicable.
- If approved, payment or credit may be made within fifteen (15) working days after the decision, subject to verification and finance processing.
- Standard protection for lost or damaged packages may be up to one hundred percent (100%) of declared value, subject to a maximum of GHS 5,000 per shipment unless a different written contract or insurance policy applies.
- For qualifying delayed packages, compensation may be up to forty percent (40%) of the shipping cost or a credit voucher for a future shipment.

We may reject or limit claims caused by force majeure, natural disasters, fire, flood, epidemic, security events, customer error or negligence, inadequate packaging, wrong address, customs/regulatory delay, confiscation/destruction by lawful authority, prohibited items, undeclared restricted items, inherent nature of goods or other exclusions stated in these Terms, the SOP, a contract or insurance policy.

15. App Availability and System Limitations

- We aim to keep the app, portal and tracking systems available, secure and accurate, but we do not guarantee uninterrupted or error-free operation.
- Access may be affected by maintenance, updates, internet disruption, cloud provider issues, power outages, device problems, cyber incidents, user error or events outside our control.
- We may update, suspend, restrict or discontinue any feature where necessary for security, compliance, performance, business operations or legal reasons.
- System records are operational records and may be corrected where errors, duplicate entries, missing scans or inaccurate information are identified.

16. Intellectual Property

The Kargonet name, app design, software, workflows, dashboards, logos, text, graphics, documentation, forms and system content are owned by or licensed to Logistics Connect Limited. You may not copy, modify, reverse engineer, reproduce, distribute, resell, publish or create derivative works from the app or its content except as expressly permitted in writing.

17. Acceptable Use of the App and Portal

You must not:

- Use the app for unlawful, fraudulent, abusive, harmful or misleading purposes.
- Attempt unauthorized access to accounts, roles, pages, records, APIs, databases or systems.
- Upload malware, scripts, corrupted files or content that may harm the service.
- Interfere with tracking records, proof records, audit logs or operational data.
- Use customer data, shipment data or employee data for unauthorized personal, commercial or marketing purposes.
- Harass, threaten, abuse or obstruct riders, drivers, employees, customers or recipients.
- Misrepresent your identity, authority, company, shipment details, item contents, payment status or delivery instructions.

18. Staff, Rider and Internal Users

Employees, riders, drivers, contractors and internal users must comply with these Terms, company policies, role permissions, SOPs, confidentiality duties, data protection rules and employment or contractor obligations. Internal users must use the system truthfully and must not falsify scans, delivery attempts, signatures, proof records, approvals, invoices, claims, customer information or operational reports.

19. Suspension and Termination

We may suspend or terminate access to the app, portal or services where we reasonably believe that a user has breached these Terms, misused the service, created security risk, failed to pay, provided false information, engaged in abusive conduct, attempted unauthorized access, violated law or caused operational, reputational or legal risk.

20. Limitation of Liability

To the maximum extent permitted by applicable law, Kargonet will not be liable for indirect, incidental, special, punitive or consequential losses, including loss of profit, loss of business, loss of goodwill, loss of opportunity, emotional distress, reputational harm or loss arising from delayed delivery, failed delivery, system downtime, tracking delay, customer-provided error or events outside our reasonable control.

Our liability for lost, damaged or delayed shipments is limited to the compensation limits, insurance terms, written service contract, applicable law or claim procedure that applies to the shipment.

21. Indemnity

You agree to indemnify and hold harmless Kargonet, Logistics Connect Limited, its officers, employees, riders, agents and service providers from claims, losses, costs, liabilities or expenses arising from your breach of these Terms, unlawful shipment, inaccurate information, inadequate packaging, prohibited items, misuse of the app, unauthorized access, customer-provided error, or violation of law or third-party rights.

22. Privacy

Our processing of personal data is governed by the Privacy Policy in Part A of this document, as updated from time to time. By using the app or services, you acknowledge that personal data may be collected and processed for courier, operational, tracking, account, billing, security, compliance and customer service purposes.

23. Changes to These Terms

We may amend these Terms from time to time. Updated Terms may be published in the app, website or client portal. Continued use of the service after updated Terms are published means you accept the updated Terms. Material changes may be communicated by email, SMS, in-app notice or another reasonable method.

24. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Ghana. Users should first submit complaints or disputes to Kargonet Customer Service for review and resolution. Where a dispute cannot be resolved internally, the parties may use appropriate regulatory, mediation, arbitration, court or other lawful dispute-resolution channels in Ghana. Courier-sector complaints may also be referred to the appropriate regulator where applicable.

25. Contact Details

For questions about these Terms, shipments, claims or the app, contact:

- Logistics Connect Limited / Kargonet
- Address: Suit A5, 4th Floor TDC Towers, Tema – Community Two
- Customer Service Email: support@mykargonet.org
- Customer Service Phone: +233531100592
- Website/App: mykargonet.com

Short Acceptance Notice for App / Website

By using the Kargonet application, client portal or tracking service, you agree to the Kargonet Privacy Policy and Terms of Use. We use personal data to create shipments, provide pickup and delivery services, update tracking, confirm delivery, manage accounts, process claims, protect our systems and comply with Ghanaian law. Do not use this service if you do not agree.

Sources and Business Basis Considered

- Internal Kargonet SOP: Rider / Delivery Agent Operations, Door-to-Door Pickup and Delivery (No COD), Version 1.1.
- Internal Kargonet Standard Operating Procedure covering receipt, sorting, packaging, delivery, inquiries, complaints, compensation, tracking, security, insurance and record keeping.
- Ghana Data Protection Act, 2012 (Act 843) and Data Protection Commission guidance.
- Ghana Electronic Transactions Act, 2008 (Act 772), where relevant to electronic records and online services.
- Ghana Cybersecurity Act, 2020 (Act 1038), where relevant to cybersecurity governance and incident response.
- Postal and Courier Services Regulatory Commission requirements and courier-sector regulatory context.