



## CARGO COMPENSATION PROMISES

### 貨物賠償承諾

#### 1. SERVICE SCOPE

Subject to the terms hereunder, the Cargo Compensation Promise is a value-added service provided by GoGoX to pay compensation to GoGoX's shippers for their loss and/or damage of their cargos, which are directly caused by GoGoX's logistic partners during their provision of delivery services in Hong Kong. The Cargo Compensation Promise with respect to each delivery of order shall become effective from the time when GoGoX's logistic partner receives the cargo(s) and shall expire forthwith when the relevant cargo(s) has been delivered.

#### 2. CARGOS NOT ELIGIBLE

Unless otherwise agreed by GoGoX in writing in advance, the following cargos are not covered and/or otherwise eligible for protection under the Cargo Compensation Promise: Mobile phones, computers and laptops, video game consoles, watches, cameras, integrated circuits, fine wine (meaning wine that is declared by shippers to be valued at HK\$1,000 or above), cigarette and tobaccos, flowers and plants, frozen food, cakes, animals, antiques, bullion, bank notes, currency, valuable papers, securities, fine arts and fine jewellerys, precious metals, furs, asbestos, human remains including ashes, firearms, explosives and parts or thereof and ammunition, livestock and/or bloodstock, narcotics and illegal property and any other items prohibited by laws of Hong Kong.

#### 3. COMPENSATION CAP

The compensation amount shall be the lower of: (i) invoice amount/replacement value (as determined by GoGoX in its sole discretion based on the value at the date on which the relevant accident occurred) of the relevant eligible cargo; or (ii) the compensation cap listed in the Schedule below. With respect to each delivery of cargo respectively, GoGoX's shippers may choose to make an optional payment of Top-Up Fee to increase the applicable compensation cap of such relevant delivery (details of Top-Up Fee and corresponding increased compensation cap as set out in the Schedule). Any paid optional Top-Up Fees are non-refundable, except

#### 1. 服務範圍

受限於本條款，貨物賠償承諾是 GoGoX 提供的增值服務，目的是就 GoGoX 之物流夥伴在香港提供送貨服務時直接造成的貨物損失及/或損壞向 GoGoX 的托運人支付賠償。每張送貨訂單的貨物賠償承諾自 GoGoX 之物流夥伴接收貨物之時起生效，並於相關貨物交付之時失效。

#### 2. 不符合資格的貨物

除非事先得到 GoGoX 書面同意，否則貨物賠償承諾將不包含以及/或者不適用於以下貨物：手提電話、電腦和手提電腦、電子遊戲機、手錶、相機、集成電路、美酒(指托運人申報價值為港幣 1,000 元或以上的酒)、香煙和煙草、鮮花和植物、冷凍食物、蛋糕、動物、古董、金條、鈔票、貨幣、貴重紙張、證券、美術作品和高級珠寶、貴重金屬、毛皮、石棉、遺體包括骨灰、槍械、爆炸物及其零件及彈藥、牲畜和/或純種馬、麻醉品和非法財產以及香港法律禁止的任何其他物品。

#### 3. 賠償上限

相關符合資格貨物的賠償上限為以下兩項中較低者：(i) 發票金額/替代價值(由 GoGoX 全權根據發生事故當日的價值自行擬定)；或(ii) 附表所列的賠償額。對於每張送貨訂單，GoGoX 之托運人可以選擇支付一筆附加費用，以提高該送貨訂單的適用賠償上限(附加費用及相應增加的賠償上限的詳細信息，請參閱附表)。任何已支付

as otherwise stated in writing at the sole discretion of GoGoX.

#### 4. EXCLUDED CIRCUMSTANCES

Circumstances excluded from the Cargo Compensation Promise include, but are not limited to:

- a. indirect loss or damage such as potential incomes, profit, interest, actual use, business opportunities, and/or business value;
- b. direct or indirect loss or damage beyond GoGoX's control such as acts of Gods (including but not limited to earthquakes, cyclones, storms, floods, etc.), acts or omissions of relevant government department or customs like detention of goods, laws or regulations, riots, strikes or labour disputes, civil disturbances, failures or interruptions in communication and information systems, interference with air or road traffic networks;
- c. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the eligible cargo;
- d. loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the eligible cargo (including insufficient information provided by GoGoX's shippers);
- e. loss, damage or expense caused by inherent vice or nature of the eligible cargo;
- f. loss, damage or expense caused by delay;
- g. where the GoGoX's shipper is a Personal User, if the relevant Personal User does not submit a compensation request within 48 hours from the order completion date; and/or
- h. where the GoGoX's shipper is a Business User or Corporate User, if the relevant GoGoX Business User or Corporate User does not submit a compensation request within 14 calendar days from the order completion date.

In addition to the above, if all required and accurate supporting documents have not been submitted within 60 calendar days from the date of when the compensation request was made, such compensation would be rejected without further notice to the relevant GoGoX's shipper.

的自選附加費用均不予退還，除非另有 GoGoX 實行其絕對酌情權之書面聲明。

#### 4. 不受理情況

貨物賠償承諾不受理的情況包括但不限於：

- a. 間接損失或損壞，例如潛在收入、利潤、利息、實際使用、商機及/或商業價值；
- b. 超出 GoGoX 控制範圍的直接或間接損失或損壞，如天災（包括但不限於地震、颱風、暴風雨、洪水等）、相關政府部門或海關的行為或遺漏（如扣押貨物）、法律或法規、騷亂、罷工或勞工糾紛、社會騷亂、通信和信息系統故障或中斷、空中或道路交通網絡的干擾；
- c. 相關符合資格貨物的正常洩漏，重量或體積的損失或正常磨損；
- d. 相關符合資格貨物的包裝或準備不充分（包括 GoGoX 托運人提供的資料不足）或不適當而造成的損失、損壞或費用；
- e. 相關符合資格貨物固有的缺陷或性質造成的損失、損害或費用；
- f. 由延誤造成的損失、損害或費用；
- g. 如 GoGoX 托運人為個人用戶，若個人用戶未能於訂單完成日期後的 48 小時內提交賠償申請；或/及
- h. 如 GoGoX 托運人為 GoGoX Business 用戶或企業用戶，若 GoGoX Business 用戶或企業用戶未能於訂單完成日期後的 14 曆日內提交賠償申請。

除上述情況外，如用戶未能於提交賠償申請後的 60 曆日內提交所有必需及準確的文件，相關賠償申請將會被拒絕，恕不另行通知相關 GoGoX 托運人。

## 5. MISCELLANEOUS

The Cargo Compensation Promise (including any optional Top-Up Fee paid and the corresponding increased compensation caps) is not an insurance product or service. GoGoX does not provide any insurance product or service. To optimize the Cargo Compensation Promise, GoGoX (as the insured) has already purchased relevant valid insurance policies from an authorized insurer regulated by the Hong Kong Insurance Authority. GoGoX may revise or modify the above terms from time to time at its absolute discretion, or change (including but not limited to the applicable compensation caps, whether with or without payment of Top-Up Fee), suspend or terminate the Cargo Compensation Promise without prior notice or incurring any liability. If GoGoX unilaterally decides to terminate the Cargo Compensation Promises and not pay any compensation for a relevant delivery due to such unilateral termination, GoGoX shall arrange the refund of the relevant Top-Up Fee for such relevant delivery at its discretion. Any revised version of these terms shall become effective immediately and binding when the same is published on GoGoX's website.

Immediately upon GoGoX making any compensation payment in accordance with the Cargo Compensation Promises, the ownership (and all rights) relating to the cargo of the relevant delivery shall automatically and irreversibly be deemed to have been transferred to GoGoX (unless otherwise agreed in writing by GoGoX). In case of any dispute, GoGoX's decision shall be final. In case of any discrepancy between the Chinese and English versions of the above information, the English version shall prevail.

(Last updated on: 21 November 2023)

## 5. 其他事項

貨物賠償承諾（包括任何可選附加費用以及相應增加的賠償上限）並非保險產品或服務。GoGoX 並不提供任何保險產品或服務。為完善貨物賠償承諾，GoGoX（作為受保人）已向香港保險業監管局監管授權的保險公司購買有效的相關保險單。GoGoX 可按絕對酌情權，不時修訂或修改以上條款，或更改（包括但不限於適用的賠償上限，無論有否支付附加費用）、暫停或終止貨物賠償承諾，而毋須另行通知或負上責任。若 GoGoX 單方面決定就單張送貨訂單之貨物賠償承諾不予支付任何賠償，GoGoX 將酌情退還該次送貨的相關附加費用。任何本條款的修訂版本一經在 GoGoX 網站上發布，即立即生效並具有約束力。

一旦 GoGoX 依照貨物賠償承諾支付賠償金，該次運送的貨物之所有權（及其他所有權利）將即時自動及不可逆轉地被視為已轉移至 GoGoX（除非 GoGoX 另有書面同意）。如有任何爭議，GoGoX 的決定為最終決定。如上述資料的中英文版本有任何歧異，概以英文版本為準。

(最新更新日期: 2023 年 11 月 21 日)

### Schedule - Compensation Cap

User Type	Service Type	Vehicle Type	One-off Top-Up Fee	Applicable Compensation Cap
Personal User	GoGoVan	Light Goods Vehicle	HK\$0	HK\$2,000
			HK\$10	HK\$5,000
			HK\$20	HK\$10,000
		Truck (5.5 tons or above)	HK\$0	HK\$5,000
			HK\$20	HK\$10,000
			HK\$80	HK\$20,000
	GoGoVan Delivery	N/A	N/A	HK\$500
GoGoVan Moving	N/A	N/A	HK\$2,000	
GoGoX Business User	GoGoVan	Light Goods Vehicle	HK\$0	HK\$5,000
			HK\$20	HK\$10,000
			HK\$80	HK\$20,000
		Truck (5.5 tons or above)	HK\$0	HK\$10,000
			HK\$80	HK\$20,000
		GoGoVan Delivery	N/A	N/A
	GoGoVan Moving	N/A	N/A	HK\$2,000
Corporate User	N/A	Light Goods Vehicle	N/A	HK\$5,000
		Truck (5.5 tons or above)	N/A	HK\$10,000

附表 - 賠償上限

用戶類型	服務類型	車輛類型	一次性可選附加費用	適用之賠償上限
個人用戶	GoGoVan	客貨車	HK\$0	HK\$2,000
			HK\$10	HK\$5,000
			HK\$20	HK\$10,000
		貨車 (5.5 噸或以上)	HK\$0	HK\$5,000
			HK\$20	HK\$10,000
			HK\$80	HK\$20,000
	GoGoVan 速遞	不適用	不適用	HK\$500
GoGoVan 搬屋服務	不適用	不適用	HK\$2,000	
GoGoX Business 用戶	GoGoVan	客貨車	HK\$0	HK\$5,000
			HK\$20	HK\$10,000
			HK\$80	HK\$20,000
		貨車 (5.5 噸或以上)	HK\$0	HK\$10,000
			HK\$80	HK\$20,000
		GoGoVan 速遞	不適用	不適用
	GoGoVan 搬屋服務	不適用	不適用	HK\$2,000
企業用戶	不適用	客貨車	不適用	HK\$5,000
		貨車 (5.5 噸或以上)	不適用	HK\$10,000