



Terms of Use

These Terms of Use govern your access to and use of the VanGoo mobile application by parents and guardians for the purpose of school van tracking and child transport coordination.

1. ACCEPTANCE OF THESE TERMS

These Terms of Use ("Terms") constitute a legally binding agreement between you ("you", "your", "Parent", or "User") and VanGoo ("VanGoo", "we", "our", or "us") governing your access to and use of the VanGoo mobile application and all related services, features, and content (collectively, the "App" or "Service").

By downloading, installing, registering for, accessing, or using the App, you confirm that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use the App.

⚠ **Important:** The App is intended to assist parents and guardians in monitoring school transport. It is a coordination and information tool only and does not itself provide transport services or guarantee the safety, punctuality, or conduct of any driver, vehicle, school, or third party.

2. DEFINITIONS

- **"App" / "Service":** The VanGoo Parent mobile application and all associated features, including tracking, leave management, reports, and notifications.
- **"Account":** The registered parent account created using your mobile number and verified via OTP.
- **"Child":** A school-going minor whose profile and pickup details you create and manage within the App.
- **"Driver":** An independent transport operator paired to your Child's profile via QR code and OTP verification.
- **"School":** The educational institution associated with your Child within the App.
- **"Content":** All text, graphics, logos, software, and materials made available through the App.

3. ELIGIBILITY & ACCOUNT REGISTRATION

To use the App, you must be at least 18 years of age and the parent or legal guardian of the Child whose details you register, or be otherwise authorised to act on the Child's behalf. By registering, you represent and warrant that all information you provide is accurate, current, and complete.

- You must register using a valid mobile number that is recognised by your School's transport system and complete OTP verification.
- You are responsible for maintaining the confidentiality of your Account and for all activity that occurs under it.
- You must promptly update your information whenever it changes to keep it accurate.
- You must notify us immediately of any unauthorised use of your Account or any other breach of security.

We reserve the right to refuse registration, or suspend or terminate any Account, where information is found to be false, misleading, or in violation of these Terms.

4. DESCRIPTION OF THE SERVICE

The App provides parents with tools to coordinate and monitor their Child's school van transport. Features include, but are not limited to:

Live Van Tracking

Displays the assigned van's real-time GPS location and estimated arrival time, based on data received from the Driver's device.

Driver Pairing

Securely links a Driver to your Child's profile using QR code scanning and OTP verification.

Leave Management

Lets you notify the Driver of dates on which your Child will not use the van.


Notifications & Reports

Sends journey alerts and maintains a daily history of pickups and drop-offs.

The App is a communication and information facility. VanGoo is not a transport provider, employer, or agent of any Driver, School, or transport agency, and does not operate, own, or control any vehicle.

5. PARENT & GUARDIAN RESPONSIBILITIES

As the Account holder, you agree that you are solely responsible for the following:

- **Accurate Details:** Ensuring your Child's name, school, class, pickup time, and pickup location are correct and kept up to date.
 - **Pickup Location:** Setting the pickup pin accurately on the map; an incorrect location may cause delays or missed pickups for which VanGoo is not responsible.
 - **Supervision:** Ensuring your Child is ready and safely accompanied to and from the designated pickup point. VanGoo does not supervise children at any time.
 - **Authorised Pickup Persons:** Verifying the identity and trustworthiness of any family member you add as an alternate pickup person.
 - **Verifying the Driver:** Confirming the Driver and vehicle details before pairing and before entrusting your Child to any transport service.
 - **Device & Connectivity:** Maintaining a compatible device, a working network connection, and enabled notifications so you can receive alerts.
-  **Your Judgement Prevails:** The App provides supporting information only. Decisions about your Child's safety and transport remain entirely your responsibility and should not be based solely on information shown in the App.

6. ACCEPTABLE USE

You agree to use the App only for its intended lawful purpose. You must not, and must not permit any third party to:

- Use the App in any way that violates any applicable local, national, or international law or regulation.
- Impersonate any person, or misrepresent your identity or affiliation with any person, Child, or School.
- Access, track, or monitor any child for whom you are not the parent, guardian, or authorised person.
- Attempt to gain unauthorised access to the App, other users' accounts, or our systems, servers, or networks.
- Reverse-engineer, decompile, copy, modify, or create derivative works of the App or any of its Content.
- Introduce viruses, malware, or other harmful code, or interfere with the proper functioning of the Service.
- Use any automated means (bots, scrapers) to access or extract data from the App.
- Use the App to harass, abuse, threaten, or harm a Driver, helper, School staff member, or any other person.

We reserve the right to investigate and take appropriate action, including suspending or terminating your Account and reporting to authorities, against anyone who violates this section.

7. DRIVERS, SCHOOLS & THIRD PARTIES

Drivers, transport agencies, and Schools are independent third parties. VanGoo does not employ, endorse, certify, or supervise any Driver, nor does it conduct background checks beyond information supplied through the pairing process.

- The pairing of a Driver via QR code and OTP confirms a data link only — it is not a verification, endorsement, or guarantee of the Driver's competence, conduct, or safety.
- Any agreement, payment, or dispute regarding transport service is solely between you and the Driver, agency, or School. VanGoo is not a party to that arrangement.
- VanGoo is not responsible for the acts, omissions, delays, conduct, or negligence of any Driver, helper, agency, or School.

8. LOCATION, TRACKING & ACCURACY DISCLAIMER

Live tracking, ETA, proximity reminders, and reports rely on GPS data transmitted from the Driver's device and on third-party mapping services. This information may be delayed, interrupted, inaccurate, or unavailable.

⚠ No Reliance for Safety-Critical Decisions: Location and arrival information is provided on a best-effort basis and must not be relied upon as the sole basis for any safety-critical decision. Always confirm directly with the Driver or School where certainty is required.

9. INTELLECTUAL PROPERTY

The App, including its software, design, logos, trademarks, text, and graphics, is owned by VanGoo or its licensors and is protected by copyright, trademark, and other intellectual property laws. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to download and use the App on a device you own or control, solely for your personal, non-commercial use. All rights not expressly granted are reserved.

10. PRIVACY & DATA PROTECTION

Your use of the App is also governed by our Privacy Policy, which explains how we collect, use, store, and protect personal and child information. By using the App, you consent to the data practices described in the Privacy Policy. You are responsible for obtaining any consent required to provide another person's information (such as a family member you add as a pickup person).

11. DISCLAIMERS


The App is provided on an "**as is**" and "**as available**" basis, without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. To the fullest extent permitted by law, VanGoo does not warrant that:

- The App will be uninterrupted, timely, secure, or error-free;
- Tracking, ETA, or notification data will be accurate, complete, or delivered without delay;
- Any defects will be corrected, or that the App is free of viruses or harmful components.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, VanGoo, its directors, employees, and partners shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of data, goodwill, or other intangible losses, arising out of or relating to your use of, or inability to use, the App.

In particular, and without limitation, VanGoo shall not be liable for any harm, injury, loss, or damage arising from the acts or omissions of any Driver, helper, agency, or School; from delays, inaccuracies, or interruptions in tracking or notifications; or from any decision made in reliance on the App.

 **Liability Cap:** Where liability cannot be wholly excluded by law, VanGoo's total aggregate liability arising out of or relating to these Terms or the App shall not exceed the amount you paid to VanGoo for use of the App in the twelve (12) months preceding the event giving rise to the claim, or, where the App is provided free of charge, a nominal sum permitted under applicable law.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for certain damages. In such jurisdictions, our liability is limited to the maximum extent permitted by law, and nothing in these Terms excludes liability that cannot lawfully be excluded.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless VanGoo and its officers, employees, and partners from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or connected with your use of the App, your violation of these Terms, your violation of any rights of a third party, or any content or information you submit through the App.

14. SERVICE AVAILABILITY & MODIFICATIONS

We may modify, suspend, or discontinue the App or any feature, in whole or in part, at any time, with or without notice. We may also perform scheduled or emergency maintenance that temporarily limits availability. We are not liable for any modification, suspension, or discontinuation of the App or any feature.

15. SUSPENSION & TERMINATION

You may stop using the App and delete your Account at any time, as described in our Privacy Policy. We may suspend or terminate your access to the App, without prior notice, if we reasonably believe you have violated these Terms, created risk or legal exposure for VanGoo, or for any other lawful reason.

- Upon termination, your right to use the App ceases immediately.
- Provisions that by their nature should survive termination — including intellectual property, disclaimers, limitation of liability, indemnification, and governing law — shall survive.

16. GOVERNING LAW & DISPUTE RESOLUTION

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which VanGoo is established, without regard to its conflict-of-law principles. Subject to any mandatory rights you may have as a consumer under local law, the courts of that jurisdiction shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the App. The parties agree to first attempt to resolve any dispute amicably through good-faith negotiation before commencing formal proceedings.

17. CHANGES TO THESE TERMS

We may update these Terms from time to time to reflect changes in our practices, technology, or legal requirements. When we make material changes, we will display a prominent in-app notice, may notify you by email, and will update the "Last Updated" date above. Your continued use of the App after the revised Terms take effect constitutes acceptance of the changes.

18. MISCELLANEOUS

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will continue in full force. Our failure to enforce any right or provision is not a waiver of that right. These Terms, together with the Privacy Policy, constitute the entire agreement between you and VanGoo regarding the App. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets.

19. CONTACT US

If you have any questions about these Terms of Use, please contact us:

EMAIL

vangoo.application@gmail.com

APP PLATFORM

Android & iOS

SUPPORT

vangoo.application@gmail.com

RESPONSE TIME

Within 30 business days

By using VanGoo, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and our Privacy Policy.