

Driver Terms & Conditions of Service

NTaxi Limited

Updated 31 May 2016

NTAXI Ltd (“NTAXI” or “we”) provides a software application called NTAXI and a system that, amongst other things, lets passengers see nearby available Taxi Drivers on a map, connect in real-time (including by mobile phone) and pay for taxi vehicle transportation services through the NTAXI application (the “NTAXI service”).

The NTAXI service is designed to give you as much control and ownership over how you manage your work as possible, and generally help passengers and drivers connect more efficiently. You however must be responsible for your own use of the NTAXI service and your own behavior as a Taxi Driver. In particular, you must ensure that you comply with all relevant laws and take all reasonable care for your own safety and the safety of others. If you have any questions or feedback on the NTAXI service you can contact us at info@ntaxi.net.

SUMMARY OF IMPORTANT TERMS AND CONDITIONS

Service Quality

- Only accept a job if you are confident that you can complete it
- Do not abandon a job once you have accepted it unless absolutely necessary i.e. your vehicle is broke down
- When you accept a job, always drive directly to the Passenger’s pick up location
 - Always be polite and respectful to the Passenger
 - ~ Report any unacceptable Passenger conduct to info@ntaxi.net or our customer care hotline
 - ~ Do not talk on the phone, eat or use offensive language during a job
- Always be presentable and have good personal hygiene (this is a common Passenger complaint against some drivers)

Passenger Payments Fraud Prevention

- Passenger Fraud is a serious issue with online payments and we require your help to prevent credit card fraud
- NTAXI is not able to verify passengers or their payment details
- Drivers should only process in-app payments up to a maximum of 150.00 Euro per job and a maximum job duration of 2 hours
- Drivers should never process two transactions to exceed the 150 Euro limit within one day.
- All in-app payments must relate to a job that has been booked and GPS tracked via the NTAXI application.
 - ~ Pre-payments are strictly prohibited
 - ~ Processing a payment via the app for a job which has not been booked and tracked in app is strictly prohibited
- Any suspect transactions such as:
 - ~ overnight jobs lasting more than 2 hours;
 - ~ Passengers asking the Driver to wait for extended periods;

- ~ multiple trip destinations not entered via the app; or
- ~ large tips and /or offers to pay more than the metered fare,

must not be processed via the app and should be reported to NTAXI via info@ntaxi.net.

Failure to follow the above fraud prevention rules will result in non payment of the fare.

1. YOUR USE OF THE NTAXI SERVICE

1.1 You can only use the NTAXI service if you are and remain a licensed and accredited Taxi Driver and provide and update the required information for registration as a Taxi Driver. Taxi Drivers are obliged to have professional driver's license approved by the Republic, the vehicle must be licensed as Taxi or Minibus (Licence E) by the Republic, the 3rd party insurance must be paid and valid (Hire Risk Pool Insurance) and passed M.O.T.

1.2 You agree:

1.2.1 and commit that all information and details provided by you to us (including on registration) are true, accurate and up-to-date in all respects and at all times. You can update or correct your details at any time via the NTAXI application or contact us directly info@ntaxi.net.

1.2.2 your use of the NTAXI service grants you no rights in relation to our copyright, trademarks or other intellectual property rights (including, without limitation, rights in and to logos, graphics, photographs, animations, videos, NTAXI software, applications and website) or the intellectual property of our partners, other than the non-transferable, personal right to use and receive the NTAXI service in accordance with these Terms;

1.2.3 that you will not use the NTAXI service: for any unlawful purpose; in any way that interrupts, damages, impairs or renders the NTAXI service less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users (including other passengers or drivers) or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services (other than your driving services in the normal course of using the NTAXI service);

1.2.4 and warrant that: you have all the appropriate licenses, approvals and authority to provide taxi transportation services to passengers; that you own or have the legal right to operate the taxi vehicle you use when using the NTAXI service and that such vehicle meets all relevant safety standards; and that you have valid insurance cover for your vehicle and services;

1.2.5 to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation, including without limitation creating any false bookings or otherwise breaching our Driver Code of Conduct;

1.2.6 and acknowledge that we have no control over the nature and content of communications between you and other users of the NTAXI service. If you have a complaint about another user please contact us via e-mail info@ntaxi.net or customer care hotline;

1.2.7 that you will comply with all applicable laws and be responsible for the provision of your taxi transportation services to passengers (including without limitation, following safety laws in relation to the use of mobile devices whilst driving);

1.2.8 to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms.

1.3 In relation to the reporting information that we provide, we use all reasonable endeavors to ensure that such information is accurate but we can't guarantee that it will always be accurate or correct and therefore you should keep your own records and use your own judgment when acting on the basis of information provided.

1.4 Please note that we are not responsible for the behavior, actions or inactions of passengers. Any contract for the provision of taxi transportation services is between you and the passenger, and not NTAXI Limited. NTAXI Limited provides a platform to connect providers of transport services to passengers and to facilitate payments for those services provided, in an agency capacity only.

1.5 You must not accept any job on behalf of another driver.

1.6 You must not accept any job that you cannot complete immediately.

1.7 If you made the order cancellation after accepting the orders without any reason and didn't inform NTAXI the account will be suspended.

1.8 The Agreement enters into force as of clicking „I ACCEPT“ button or by signing the hard copy by the Taxi Company/ Taxi Driver. Agreement is entered into for an indefinite term.

2. NTAXI PAYMENT TERMS

2.1 All information of payment terms and conditions is provided in a separate agreement between NTAXI Limited and Taxi Company/ Taxi Driver upon the registration in the application.

3. FRAUD PAYMENTS PREVENTION

3.1 We have the right to suspend the processing of any transaction where we reasonably believe that the transaction may be fraudulent or involves any criminal activity or where we reasonably believe you to be in breach of these terms.

3.2 Any fees due to you shall be paid by us less:

(i) any fees for use of the NTAXI service, (ii) any chargebacks where a passenger disputes the services you provided and we believe you have not taken sufficient steps to avoid such fraud; and (iii) any fees or costs or expenses in connection with assessments which card schemes or other financial institutions require us or you to pay. You agree to co-operate with and support us (including through the provision of relevant information) in the event of a dispute over any transaction.

3.3 The balance of any payments owing to you from passengers will be provided within 5 business days. We may withhold or delay payments to you where:

(A) Where the owner of the card or Passenger denies authorizing or we have reasonable grounds to suspect that the passenger did not authorize the relevant transaction; or

(B) Pending investigation where a transaction is considered to be fraudulent or otherwise suspicious or where a transaction requires validation with a card issuer.

(C) The corporate clients which reconciliation takes place on a monthly basis.

3.4 You acknowledge that payment providers may ask that they or we conduct an audit of your activities to ensure compliance with these Terms and the use of the NTAXI service and you agree to co-operate fully with any such audit. You further agree that you will co-operate in relation to any financial crime screening that is required and to assist us in complying with any laws and card or financial institution rules or policies.

3.5 You acknowledge that NTAXI does not provide payment protection or guarantees in relation to transactions with passengers. This means that you may bear the risk in the event that a transaction proves to be fraudulent or unauthorized, particularly where NTAXI determines that you have not taken sufficient steps to avoid that fraud.

3.6 You acknowledge that although NTAXI requires Passengers to enter contact details and a payment method on registration, NTAXI is not able to verify the identity of Passengers. NTAXI relies on Drivers to detect and report suspicious activity and potential payments fraud.

3.7 You agree that you will terminate any job, not accept payment via the app and notify NTAXI immediately (info@ntaxi.net) where any Passenger engages in behavior that is suspicious.

Suspicious behavior would typically include:

(A) Passengers who take long duration trips with multiple locations, particularly where the Driver is asked to wait for extended periods;

(B) Passengers who appear to have little regard for the cost of the fare or offer large tips; and

(C) Passengers who use their NTAXI account to pay for the fare of another Passenger;

3.8 You acknowledge that NTAXI only permits jobs from one location to another lasting no longer than two hours in duration. Booking a driver for a period of time (e.g. for 2 hours) and/or taking payment in advance is strictly prohibited. Round trips (excursions) are excluded and should be paid in advance. Corporate clients are excluded and will pay for their employees' orders in accordance with the invoice issued by NTAXI limited at the end of each week on executed orders within the statement period.

3.9 You agree that you will only accept payment via the app for the Passenger who travels in your taxi and owns the NTAXI account. If you are unsure or suspicious, you should ask the Passenger to show you photo ID, which matches their NTAXI account name. "NTAXI Family" accounts are excluded.

3.10 You agree that you will never provide cash out to a passenger.

3.11 You agree that you will not process any metered fare greater than 150.00 euro and you will not process more than 1 fare with the same Passenger, in order to breach this in app payment limit.

3.12 You acknowledge that any payment processed by a driver in breach of the above terms, will be withheld for a period of 3 months, in order to ascertain whether the payment has been rejected by the cardholder.

4. REFERRAL PROGRAMS

4.1 NTAXI operates a driver and passenger referral program with the aim of introducing new drivers and genuine Passengers to the Platform. From time to time, NTAXI also offers driver job bonuses.

4.2 You acknowledge and agree that the Passenger Referral Codes may only be used to recruit Passengers who regularly use taxi.

4.3 You acknowledge and agree that the use of referral codes and voucher credit by yourself, family members or with other Drivers is strictly prohibited.

4.4 You agree that NTAXI has absolute discretion in determining which Passenger accounts and jobs are considered to be eligible for our referral program.

4.5 We reserve the right to suspend, restrict or terminate your access to the NTAXI service and withhold any job related payments, if at any time we believe that you have not complied with the above terms and conditions.

5. TERM & TERMINATION

5.1 We may terminate these Terms and close any account you have with us by giving you 1 business day notice in writing by email to your registered email address. We may also terminate these Terms and close your account without notice if you commit a material breach of any of your obligations under these Terms or the Driver Code of Conduct or if you cease to be an accredited driver.

5.2 We reserve the right to suspend, restrict or terminate your access to the NTAXI service at any time without notice if we have reasonable grounds to believe you have breached any of these Terms or the Driver Code of Conduct. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

5.3 You may cancel these Terms at any time by simply closing your account by following the instructions on the NTAXI app.

6. OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY

6.1 The NTAXI service comes with consumer guarantees under Cyprus consumer law that cannot be excluded by these Terms. These include that we will provide the NTAXI service with due care and skill. Nothing in these Terms affects your statutory rights as a consumer. We make no express warranties beyond the consumer guarantees.

6.2 Subject to clause 5.1, we are not liable for: (i) the actions or inactions of any passengers or other drivers; (ii) loss caused by our breach of these Terms which does not arise in the natural and ordinary course of events, or which exceeds 100 euro; (iii) loss of revenue, profit, reputation, opportunity, data or information; or (iv) failure to provide the NTAXI service or to meet any of our obligations under these Terms where such failure is due to events beyond our control (for example a network or third party software failure).

7. PRIVACY STATEMENT

7.1 By registering as a driver, you acknowledge and consent to our collection of your personal information including your name, location, mobile number, vehicle information, financial information (such as your bank account details) and email address.

7.2 This personal information is collected and may be used for the purposes of registering and managing your driver account with NTAXI; providing you with the NTAXI service or offers in relation to the NTAXI service; placing you in contact with

potential passengers and jobs; processing payments to you (where applicable); contacting you in respect of any queries or complaints; for our internal business purposes (such as our accounting or management purposes); if required or authorized by law and for the purposes of complying with our legal or regulatory obligations; or for any other purposes you may reasonably expect.

7.3 From time to time, we may disclose your personal information to our staff and to third parties, for example: to passengers in order to connect you with potential passengers and jobs; to third parties, agents, contractors or suppliers who assist us in the provision of the NTAXI service (for example, payment processors, website hosting service providers, information cloud storage service providers, customer care services); law enforcement authorities, agencies or regulators in order to comply with our legal and regulatory obligations; and other platforms to which you have asked NTAXI to interface. Driver personal information is hosted by Multibrains OU on servers located in Germany on behalf of NTAXI Limited.

7.4 If you are not comfortable giving us permission to collect and manage your personal information in this manner, you do not have to provide us with your personal information. However, if you do not provide us with certain required personal information we will be unable to provide you with, and you will not be able to avail yourself of the full NTAXI service.

7.5 Further information about our policies for managing your personal information, including how you may request access to or seek the correction of the personal information we hold about you, or how you may submit a complaint about a breach of privacy or a general privacy-related query, is available in the NTAXI Privacy Policy at <http://www.ntaxi.net/privacy-policy>.

8. INDEMNITY

8.1 You are liable for and agree to indemnify us against all claims, liabilities, penalties, suits and actions, resulting directly or indirectly from:

- (A) any information that you have provided to us which is false, misleading, or otherwise inaccurate or incomplete;
- (B) your breach of any applicable laws and regulations;
- (C) your breach of any of the Terms; or
- (D) a misuse of the NTAXI service by you.

This clause will survive the termination of this Agreement.

9. DISPUTE RESOLUTION

If you wish to provide us with any feedback; make a complaint in relation to the NTAXI service; or make a complaint about other users of the NTAXI service, please email us at info@ntaxi.net

Each party agrees to act reasonably in seeking to resolve any disputes arising under these Terms. You acknowledge and agree that you will not, for the duration of this Agreement, make any disparaging comments about us on social media or any public forum.

10. GENERAL

10.1 Entire Agreement. This Agreement and any document expressly referred to in this Agreement form the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

10.2 Relationship of the parties. The relationship between the parties under this Agreement is that of **independent contractors**. This Agreement is not an employment agreement and does not create an employer-employee relationship between the parties. No joint venture, partnership or agency relationship exists between the parties.

10.3 Assignment. These Terms are personal to you. You may not transfer your rights or obligations under these Terms to anyone else. However, you acknowledge and agree that we may transfer our rights or obligations or sub-contract our obligations under these Terms to another legal entity provided that this will not adversely affect the standard of service you receive under these Terms. As set out in clause 5, you may terminate your agreement with us at any time.

10.4 No waiver. Any delay by us in exercising a right under these Terms do not operate as a waiver of that right. If you breach these Terms and we take no action against you, we will still be entitled to take action in any other situation where you breach these Terms.

10.5 Severability. If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

10.6 Amendment. We may amend these Terms from time to time in order to reflect changes to the NTAXI service (including the NTAXI Application) in which case we will give you reasonable notice either by email or via the NTAXI Application. Your continued use of the NTAXI Service constitutes your acceptance of the changes and your consent to be bound by the amended Terms. As set out in clause 5 you may terminate your agreement with us at any time.

10.7 Notices. Any notice to be delivered by us to you under this Agreement will be delivered to your registered email address. Any notice delivered by you to us under this Agreement will be delivered by you emailing us at info@ntaxi.net

10.8 Governing law. These Terms are governed by the laws of the Republic of Cyprus.