

## NTAXI Passenger Terms & Conditions of Service

NTaxi Limited provides a software application called nTaxi that lets passengers see nearby licensed drivers on a map and connect them in real-time. Our service is designed to give you as much control of your travelling experience as possible and help passengers and drivers connect more efficiently. However, you must be responsible for your use of the service and your own behavior as a passenger. 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.

To enhance the security of both driver and passenger, we collect your personal information including mobile phone number and email address. We may share this with any licensed driver that accepts your request for a job, law enforcement authorities and our staff, to ensure the operation of the nTaxi system and the wellbeing of participants in the nTaxi system, together with other platforms to which you have asked nTaxi to interface. If you are an employee or contractor of an organisation which funds your use of transport services (e.g. through your use of a corporate credit card or a corporate service account) or provides a refund to you for such transport services, we may share your personal information and other data with the employer to facilitate its management of such expenses. If you are not comfortable giving us permission to do these things you will not be able to avail yourself of nTaxi's services. If you use the nTaxi system you are giving us that permission and agreeing to the above and all of the Terms & Conditions that follow.

If you have any questions or feedback on our service you can contact us at [info@ntaxi.net](mailto:info@ntaxi.net)

### 1. YOUR USE OF NTAXI

1.1 You can only use nTaxi where you have registered to do so.

1.2 You agree:

1.2.1 and promise 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;

1.2.2 your use of nTaxi grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or rights in and to nTaxi software, applications and website) or the intellectual property of our retail or advertising partners, other than the non-transferable, personal right to use and receive the nTaxi services in accordance with these Terms & Conditions;

1.2.3 that you will not use nTaxi: for any unlawful purpose; in any way that interrupts, damages, impairs or renders nTaxi less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users 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;

1.2.4 to refrain from doing anything, which we reasonably believe to be disreputable or capable of damaging our reputation;

1.2.5 and acknowledge that we have limited control over the nature and content of information and chat transmitted or received by you or other users of nTaxi. Although we reserve the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such content. If you have a complaint about another user please contact us via the app or website;

1.2.6 that you will comply with all applicable laws;

1.2.7 to make payment in full to any taxi drivers introduced to you through nTaxi for any services provided by such driver to you (although you may choose to use the nTaxi application to facilitate such payment);

1.2.8 to treat drivers introduced to you through nTaxi with respect and not to cause damage to their vehicle;

1.2.9 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 & Conditions.

1.3 Please note that we are not responsible for the behavior, actions or inactions of drivers of taxis, which you may use (through nTaxi or otherwise). Any contract for the provision of taxi services is between you and the driver and not nTaxi and we simply provide a platform to introduce drivers and passengers.

1.4 You can never use nTaxi for the execution of the emergency services. nTaxi can not be held liable for not completion of the emergency (medical, police and fire) purposes. Please address your emergency requests to the Emergency Authorities or by dialing 112.

## 2. CHARGES AND PAYMENT

2.1 It is free to download the nTaxi application.

2.2 If you choose to pay for a taxi ride through nTaxi then such payment will be taken automatically at the end of the journey using the payment details you registered with us and which we will store for such purpose. Such payment may include the metered fare, any applicable tolls and taxi charges, and a payments surcharge including VAT.

2.3 Once you have completed the journey with nTaxi you won't be able to cancel (since the service has already been provided) and you have either to pay the driver in cash the amount owed to the driver or the payment will be taken automatically from the credit card and is non-refundable. If you have any complaint in relation to the transport service provided, then we ask that you submit this feedback to nTaxi.

2.4 We reserve the right to issue refunds in our discretion. All refunds shall be in the form of Account credit only. We do not issue cash refunds or refunds of any kind other than Account credit.

## 3. TERMINATION

3.1 We may terminate these Terms & Conditions and close any account you have with us at any time. We may also terminate these Terms & Conditions and close your account without notice if you breach any of your obligations under these Terms & Conditions.

3.2 We reserve the right to suspend, restrict or terminate your access to nTaxi at any time without notice if we have reasonable grounds to believe you have breached any of these Terms & Conditions.

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.

3.3 You are under no obligation to use the service and may simply choose to stop using it at any time.

## 4. OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY

4.1 If we breach these Terms & Conditions, we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of 150 Euro. "Foreseeable" means that the losses could have been reasonably contemplated by you and us at the time of entering into these Terms & Conditions.

4.2 We are not responsible for: (i) losses not caused by our breach; (ii) the actions or inactions of any drivers; (iii) the actions or inactions of other nTaxi users; (iv) indirect losses which means loss to you, which is a side effect of the main loss or damage and where you and us could not have reasonably anticipated that type of loss arising at the time of entering into these Terms & Conditions; or (v) failure to provide nTaxi or to meet any of our obligations under these Terms & Conditions where such failure is due to events beyond our control (for example a network failure).

## 5. GENERAL

5.1 We may wish to transfer our rights or obligations or sub-contract our obligations under these Terms & Conditions to another legal entity. You agree that we may do so provided that this will not adversely affect the standard of service you receive under these Terms & Conditions. As set out in clause 3.3, you may terminate your agreement with us at any time. These Terms & Conditions are personal to you. You may not transfer your rights or obligations under these Terms & Conditions to anyone else.

5.2 If you breach these Terms & Conditions and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms & Conditions.

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

5.4 These Terms & Conditions are not intended to give rights to anyone except you and us.

5.5 We are constantly looking for ways to improve and expand nTaxi services. We may amend these Terms & Conditions from time to time in order to reflect changes to nTaxi in which case we will give you reasonable notice [by email] of any changes to these Terms & Conditions. You can terminate at any time as set out above.

5.6 We will do our best to resolve any disputes over these Terms & Conditions. These Terms & Conditions are governed by the laws of the Republic of Cyprus and you agree irrevocably to be bound by them.

5.7. These Terms & Conditions are dated 27th May 2016.