Taxi Butler BV
Keizersgracht 169, 1016 DP Amsterdam, the Netherlands
support@taxibutler.com

TERMS OF USE

Last updated: 1 April 2026

1 General information

1.1 Dear passenger, these are our Terms of Use. You are a person looking to order a taxi ride from a location where one of our Devices or QR Tools is located. This can be a hotel or other venue. We are Taxi Butler BV, offering Our Services to you.

1.2 When certain words and phrases are used in these Terms of Use, they have specific meanings (these are known as 'defined terms' or 'definitions'). You can identify definitions because they start with capital letters, even if they are not at the start of a sentence. Where a defined term is used, it has the meaning given to it in clause 2 of these Terms of Use below.

1.3 Our Services allow you to connect to the booking service of a local Transportation Provider so you can book a taxi ride from that Transportation Provider and in certain cases Our Services allow you to pay for the taxi ride as well. In certain cases, we charge a Service Fee to you for using Our Services. For transparency, please note that we, Taxi Butler BV, not only generate revenue for our company from charging Service Fees to passengers in certain cases, but also from charging fees to Transportation Providers for offering services to them.

1.4 These Terms of Use constitute the agreement entered into between you and us in respect of your use of Our Services, and these Terms of Use specify the terms and conditions for your access and use of Our Services, as well as set forth both your and our rights and obligations.

1.5 These Terms of Use apply if you use our Devices or QR Tools in Australia. In other countries, other terms and conditions may apply, as communicated to you in the booking process in the relevant location at the time we make our offer to you to supply Our Services (as further detailed below at clause 2).

1.6 The supply of Our Services is subject to consumer laws, including the Australian Consumer Law, and as a result come with guarantees and rights that cannot be excluded. Nothing in these Terms of Use, excludes, restricts or modifies our obligations or your rights which arise, and cannot be excluded, restricted or modified, under applicable laws, including the Australian Consumer Law.

1.7 We are Taxi Butler BV, a company incorporated under the laws of the Netherlands. You can find us at Keizersgracht 169, 1016 DP Amsterdam, the Netherlands and you can reach us at support@taxibutler.com. We are registered with the trade register of the Chamber of Commerce with number 58923853 and have VAT number NL853240474B01.

1.8 Please also refer to the customer services section in clause 12 below.

Relationship and agreement between you and the Transportation Provider:

a) Our Services are limited to facilitating the booking of taxi rides and transportation services directly between you and Transportation Providers and in certain instances facilitating your payment of such taxi rides or transportation services. We are not supplying you with the actual booking of the taxi or the transportation service itself. The booking and supply of the transportation service is supplied by the third-party and separate Transportation Provider.

b) Your agreement for the transportation service (both the booking thereof and the taking and supply thereof) is separate and formed directly between you and the Transportation Provider. The terms and conditions (including any applicable privacy policy) of the Transportation Provider will govern your legal relationship and agreement with the Transportation Provider. A link to the Transportation Provider T&C's is presented to you through Our Services. When you book and take the transportation service, you are accepting that the booking and the taxi ride or transportation service will be supplied subject to, and governed by, the Transportation Provider T&C's.

c) While we take commercially reasonable efforts to present a link to the Transportation Provider T&C's to you through Our Services, the Transportation Provider is responsible for supplying you with its own terms of supply and the content thereof, including its own compliance with applicable laws (including in relation to the content of the Transportation Provider T&C's and its service supply to you).

d) Depending on which of Our Services you use, you are presented with a paper ticket and/or sent an SMS text message with the booking details and a link to a mobile booking tracker website specifically for you, which allows you to manage or cancel your booking and that includes a copy of these Terms of Use, our Privacy Policy and a link to the Transportation Provider T&C's for future reference.

e) We recommend that you keep the paper ticket and SMS text message, so you are able to contact us and the Transportation Provider with the booking reference number of your booking if required.

f) Our Terms of Use and Privacy Policy are always easily electronically accessible on https://taxibutler.com/terms and the Transportation Provider T&C's on the website of the relevant Transportation Provider. You can find the name and contact details of the Transportation Provider for your booking in the booking process on the Device or QR Tool and in the mobile booking tracker website. You can also contact us at support@taxibutler.com to obtain a copy of these documents at no cost.

g) To be clear, your bookings and the supply of taxi rides or transportation services are provided directly by the Transportation Provider and their relevant booking service, Drivers and Representatives under your separate

agreement with them. We supply and are responsible for the supply of Our Services to facilitate you connecting with the Transportation Provider for the purpose of making your required booking directly with the Transportation Provider. Subject to any applicable laws (including the Australian Consumer Law), we exclude any and all liability to you for any Loss which arises or is in connection to the provision of booking services or transportation services by the Transportation Providers or their Representatives, including any Drivers with whom you book a taxi ride.

2 Definitions

2.1 The following definitions apply in these Terms of Use:

"Australian Consumer Law":	means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
"**Consequential Loss**"	means any special, indirect, consequential loss or loss which is not a direct result or not flowing naturally from a claim for Loss, including loss of profits, revenue, goodwill, opportunity, anticipated saving or reputation and loss which is not foreseeable.
"**Device**":	Taxi Butler ONE device, Taxi Butler PRO device, Taxi Butler PLUS device, Taxi Butler KIOSK device and any other Taxi Butler device;
"**QR Tool**":	a Taxi Butler QR code with mobile booking website;
"**Our Services**":	the Devices, QR Tools and related services which you can use to access and connect with a local Transportation Provider Service in order for the Transportation Provider to supply you with the booking and the taxi ride or transportation service, including the mobile booking tracker website;
"**Loss**"	means all losses, liabilities, damages, costs and expenses whatsoever and arising under any claim (whether direct, indirect, Consequential Loss or otherwise), including any and all legal fees on a solicitor and client basis and costs of investigation, litigation, settlement, judgement, appeal and

	interest;
"**Terms of Use**":	these terms of use, which form the agreement between you and us that governs your use of Our Services;
"**Transportation Provider**":	an independent third party that provides transportation services or that operates a service enabling you to book taxi rides or transportation services from Drivers, such as a ride booking platform;
"**Driver**":	the driver who is driving you to your destination on the basis of your agreement with the Transportation Provider;
"**Transportation Provider Service**":	the service of a Transportation Provider to book and take a taxi ride or transportation service with a Driver, which Our Services allow you to connect to;
"**Fare**":	the fare, (sur)charges, (government mandated) tolls and taxes for your taxi ride, which you have an obligation to pay to the Transportation Provider, excluding any Transportation Provider Booking Fee and excluding our Service Fee, if applicable;
"**Representative**":	means any officer, employee, agent, contractor, subcontractor, consultant or representative of the Transportation Provider, including the Drivers;
"**Transportation Provider Booking Fee**":	the booking fee, if applicable, that the Transportation Provider charges you for booking a taxi ride with the Transportation Provider Service through Our Services, as communicated to you through Our Services;
"**Service Fee**":	our service fee, if applicable, that is payable by you to us for the use of Our Services that facilitate your booking with a local Transportation Provider, as communicated to you through Our Services;
"**Total Price**":	the Fare and Transportation Provider Booking Fee, if applicable, which you have an obligation to pay to the Transportation Provider, and our Service

	Fee, if applicable, which you have an obligation to pay to us;
"**Transportation Provider T&C's**":	the terms and conditions of the Transportation Provider that govern the supply of the booking of the taxi ride or transportation service and the taking of the taxi ride or transportation service with the Driver, including the obligation to pay the Fare and, if applicable, the Transportation Provider Booking Fee, and including the privacy policy of the Transportation Provider;
"We" / "us" / "our":	We, Taxi Butler BV, a company incorporated under the laws of the Netherlands. You can find us at Keizersgracht 169, 1016 DP Amsterdam, the Netherlands. We are registered with the trade register of the Chamber of Commerce with number 58923853 and have VAT number NL853240474B01;
"You" / "your":	You, the person who is using a Device or QR Tool, which is connected with a local Transportation Provider, in order to book a taxi ride.

2.2 Any reference in these Terms of Use to any gender includes all genders, and words importing the singular include the plural and vice versa.

3 Booking procedure and acceptance of offer and terms and conditions

Offer

3.1 Our Devices and QR Tools lead you through the booking process to order your taxi. Before a booking is placed with the relevant Transportation Provider, you are presented with a page with booking info, which constitutes the offer for making the booking. In case you are assisted by a member of staff of the venue where you are, this page provides an instruction to hand the Device over to you.

3.2 The offer contains the information you have provided, such as the destination and the type of vehicle you are requesting, and a break down of the estimated Total Price, with explanations as described in clause 4 below so that you are well informed before making the booking with the Transportation Provider. You can also find the name and contact details of the Transportation Provider for your booking by using the hamburger menu at the top left of the screen during the entire booking process.

3.3 With the offer, you are informed that we do not only generate revenue for our company by charging our Service Fee to you (if applicable), but also by charging fees to the Transportation Provider for the use of the services that we provide to it. With the offer, you are also informed that we may pay the venue where the Device is located that you are using, for allowing us to use their facilities and where necessary assisting you in using this device.

3.4 The offer also informs you that these Terms of Use, our Privacy Policy and the Transportation Provider T&C's apply to the booking. You can click on hyperlinks to read these documents on the Device. The documents on the device contain a QR code that you can scan, and which guides you to a website where you can save these documents on your own device for later reference. In case you use a QR Tool, the relevant pages have a save-button you can use to save the documents on your own device for later reference. We recommend that you save a copy of these documents to your own device.

3.5 The booking process allows you to check and amend any errors before submitting your booking - just click on the "previous step" button on the Device or the QR Tool. Please check your booking carefully before confirming it, as once you click on the acceptance button (and make subsequent payment in case you pay through Our Services), you are accepting these Terms of Use, our Privacy Policy and the Transportation Provider T&C's and we will process the booking for you immediately. You are responsible for ensuring that your booking is complete and accurate. The booking process is available in the English language. A copy of the contract formed between you and us will be accessible for you as described below.

Accepting the offer

3.6 You can accept the offer by clicking on the acceptance button. In consideration of either: (i) your payment of our Service Fee (if applicable); (ii) your promise to enter into an agreement with, and pay fees to, the Transportation Provider; and/or (iii) your access and use of Our Services under these Terms of Use, a legally binding agreement between you and us is formed when you click on the acceptance button. This agreement incorporates these Terms of Use and your booking with the Transportation Provider is established when you click on the acceptance button. Each booking will incorporate these Terms of Use and the booking into a new and separate agreement.

3.7 When you click on the acceptance button, a separate agreement is also established between you and the relevant Transportation Provider on the basis of the Transportation Provider T&C's. This is a direct agreement between you and the relevant Transportation Provider, to which we are not a party. It is governed by the Transportation Provider T&C's that are shown in the offer, which govern both the booking and the taxi ride itself (together forming part of the Transportation Provider Service).

3.8 The booking is placed with the Transportation Provider after you click on the acceptance button on the page of the offer, or in case payment options are also given in the booking flow, after you have chosen your

payment method. In case you choose to pay through Our Services, the booking is placed after you have made payment as described in article 4 below.

3.9 Please note that clicking on the acceptance button on the page of the offer does not in itself place you under an obligation to pay, as you may cancel your booking after it is made, as described in article 3.14 below. The act of accepting the offer only places you under an obligation to pay in case a cancellation fee of the Transportation Provider applies, which in that case will be made clear to you upfront in the offer and also by appropriate words on the acceptance button.

Confirmation of booking

3.10 After clicking on the acceptance button or after making payment in case you pay through Our Services, a paper ticket is printed by the Device and/ or an SMS text message is sent to your mobile phone number. The paper ticket and/or SMS text message is the confirmation of your booking.

3.11 The paper ticket and/or SMS text message contains a summary of your booking and a link to a mobile booking tracker website specifically for you (the link is a QR code on the paper ticket).

Mobile booking tracker website and cancellation

3.12 This mobile booking tracker website contains the estimated Total Price and allows you to track and manage your booking. It also contains a copy of these Terms of Use, our Privacy Policy, and a link provided by the Transporter Provider to the Transportation Provider T&C's. You can also find the name and contact details of the Transportation Provider for your booking by using the hamburger menu at the top left of this mobile booking tracker website.

3.13 We recommend that you keep the paper ticket and SMS text message so you are able to contact us and the Transportation Provider with the booking reference number of your booking if required.

3.14 The mobile booking tracker website also contains a button which allows you to cancel your booking. This option is available as well on the Device on which your booking was made. If you cancel your booking, this will automatically cancel the pre-authorisation of payment if you have paid using Our Services. Cancellation of your booking will be subject to the Transportation Provider’s T&C’s and the Transportation Provider may have a cancellation or refund policy. If the Transportation Provider charges a cancellation fee, this will be clearly notified to you upfront, in the offer, before you make your booking and of course it will be shown with the cancellation button as well. We do not charge any cancellation fees ourselves.

Quick booking option

3.15 Some of our Devices also include a quick booking option. With this option a taxi is ordered immediately, or with a shorter order flow, skipping certain options that our Devices are able to offer for ordering a taxi. Whether a quick booking option is available on a particular Device and how it is configured is not determined by us. It is determined and permitted entirely by the Transportation Provider in consultation with the venue.

3.16 In certain order flows of quick booking options, there will be fewer steps than as set out in the above offer and acceptance process, as that would be contrary to the nature of the quick booking. However, even in those flows the key information to the offer will be provided to you before the booking is placed. You will be presented with a paper ticket that is printed by the Device after the booking is placed , which contains links to these Terms of Use, our Privacy Policy and the Transportation Provider T&C's. By using the quick booking option and accepting the ride from the Transportation Provider, you are accepting these Terms of Use, our Privacy Policy and the Transportation Provider T&C's. Of course the paper ticket also contains a link to the mobile booking tracker website for you to use as written above. Please note that Service Fees do not apply to quick booking options and that payment of the Fare can only be made directly to the Driver in the vehicle in that case.

Other relevant matters

3.17 Please note that all information on arrival times and trip duration that is visible in Our Services are estimates that we receive directly from the Transportation Provider. We have no control over this information and as a result of this, to the extent permitted by applicable laws (including the Australian Consumer Law), we are not liable for any deviations between these estimates and the actual arrival times and trip duration of the transportation service provided by the Transportation Provider.

3.18 To the extent permitted by, and without limiting rights that you have available under applicable laws (including the Australian Consumer Law), we do not provide any guarantees or accept any liability in respect of bookings made with the Transportation Provider and the performance of the Transportation Provider Service by the Transportation Provider or its Representatives. Our Services facilitate you to connect to Transportation Providers, their Drivers and Representatives in order to make your bookings for the Transportation Provider Service directly with the Transportation Providers. This does not affect our responsibilities for Our Services, or any rights you may have, under applicable laws (including the Australian Consumer Law).

3.19 These Terms of Use and our Privacy Policy are always easily electronically accessible on our website (https://taxibutler.com/terms) where they can be saved for future reference.

4 Prices and payment

4.1 The price for booking and taking a taxi ride through the use of Our Services consists of the Fare and, in certain cases, the Transportation Provider Booking Fee and/or our Service Fee. Together, these amounts are the Total Price as defined in these Terms of Use.

4.2 Due to the nature of taxi and transportation services, at the offer stage, the Fare is an estimate that we are informed about and supplied with by the Transportation Provider, rather than a fixed price. The Transportation Provider Booking Fee and our Service Fee, if applicable, may also be estimates, if these fees are dependent (or partly dependent) on the amount of the final Fare. The offer that is made to you will clearly show these price elements and explain how these are calculated, with information icons that can be opened for you to read.

4.3 The final Fare, and consequently also any part of the Transportation Provider Booking Fee and our Service Fee that is based on the amount of the final Fare, depends on several variables, such as traffic density, the available route, changes to the destination and added stops. The final Fare is determined by the Transportation Provider and the vehicle's taximeter and the applicable local (sur)charges, tolls and taxes (including GST if applicable) upon completion of the ride. As we are not responsible for determining the Fare, we do not in any way control or influence the amount of the Fare. The Fare is determined by the Transportation Provider subject to the Transportation Providers T&C's. As a result, and to the extent permitted by applicable laws (including the Australian Consumer Law), we are not responsible or liable to you for any deviations between the estimated Fare and the final Fare you are obliged to pay to the Transportation Provider.

4.4 You are informed of the estimated Total Price of your booking in the offer on the Device or in the QR Tool, as described in clause 3 above. The information will specify the applicable currency. In case you accept the offer by clicking on the acceptance button, you accept this estimate. This does not place you under an obligation to pay, as you may cancel the booking. In case you decide to take the taxi ride, that will create the obligation to pay the Total Price (once finally determined and calculated). We confirm the estimated Total Price on the mobile booking tracker website as mentioned in clause 3.12 above, which you can go to by using the QR code on the printed ticket and/or clicking on the link in the SMS text message.

4.5 You can either pay the Total Price in the vehicle or pay through Our Services (if available), depending on the location where you are and the Transportation Provider that is supplying the transportation service. If you pay in the vehicle, you will pay the Total Price to the Driver in the vehicle. The Driver or the Transportation Provider will in that case also be able to provide you with a receipt (or tax invoice as applicable) specifying the final Total Price.

4.6 Please note that when a quick booking option is used as described above in clause 3.15, you can only pay to the Driver in their vehicle on the basis of the vehicle's taximeter or as you agree with the Driver otherwise. We do not charge any Service Fee in case such a quick booking option is used and as a result are not able to provide you with a receipt (or tax invoice if applicable). As above, the Driver is responsible for providing you with a receipt (or tax invoice) if required.

4.7 If you pay through Our Services (for non-quick bookings), you are providing a pre-authorisation to reserve the applicable amount on your method of payment. Some payment institutions may display this pre-authorisation on your account. Funds will not be deducted from the account until the ride has been completed, but there may be a reduction in the amount of funds available to you in the meantime corresponding to the amount pre-authorised. This pre-authorisation shall be for the estimated Total Price set out in the offer and may be increased to cover average differences between estimated amounts and final amounts. If the final Total Price differs from the amount of the pre-authorisation, the exact amount will be deducted as soon as the final amount has been determined after the ride has been completed by the Transportation Service Provider. In the event of successful cancellation via Our Services, where you are paying in Our Services the pre-authorisation will be cancelled, and the amounts will be released in accordance with the operating rules and conditions of your payment institution. A cancellation fee may be charged by the Transportation Provider, but only if this has been communicated to you before making the booking and when making the cancellation.

4.8 If you choose to pay through Our Services, we can provide you with a receipt with proof of payment by email that contains the final Total Price. The booking process on the Device and QR Tool contains a button to request a receipt. You need to provide us with your email address in order to send the receipt. We do not use your email address for any other purpose than sending you the receipt or communicating with you about your request to receive a receipt. You can also request a receipt later by emailing us at accounts@taxibutler.com and referring to the booking reference you can find on the paper ticket and SMS text message.

4.9 In case you wish to receive an invoice (including a tax invoice for GST purposes) for our Service Fee, please email us at accounts@taxibutler.com. An invoice (including a tax invoice for GST purposes) for the Fare (and Transportation Provider Booking Fee, if applicable) can be requested from the relevant Transportation Provider. You may contact us if you have difficulty contacting the Transportation Provider (please find their contact details in the mobile booking tracker website) and we will take reasonable steps to assist you in getting in touch. However, we cannot provide you with an invoice for the Fare (and Transportation Provider Booking Fee, if applicable) because this is charged by, and due by you to, the Transportation Provider directly and is not part of the fees we charge you for Our Services.

4.10 We shall take all reasonable steps to protect your payment data and personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy, in case we collect, hold or use these, from unauthorised access by third parties. We use third party payment processing services to facilitate payments through Our Services which are PCI-DSS compliant payment processors. Our third-party payment processing service provider may retain payment details after the pre-authorisation payment has been made in order to complete the payment process after the transportation service has been completed.

5 Eligibility to use Our Services

5.1 Our Services may be used only by persons who can form legally binding agreements. You confirm that you have the right, authority and capacity to agree to these Terms of Use and to the Transportation Provider T&C's.

5.2 You must be eighteen (18) years of age or older to use Our Services. Use by those who do not meet this requirement are in breach of these Terms of Use. By using Our Services, you confirm that you are a natural person and 18 years of age or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

5.3 You must ensure that all the information you provide when making a booking is complete and accurate. This includes providing your own actual mobile phone number on the Devices and QR Tools where this is mandatory in the booking process, in order for us to be able to send you an SMS text message confirming your booking as described in clause 3 above.

6 Acceptable use obligations

6.1 You agree that you will:

- use Our Services in a manner that is compliant with all applicable laws and these Terms of Use;

- read, accept, and abide by the relevant Transportation Provider T&C's;

- not use robots, search applications or other manual or automatic tools to extract, index, 'data mine' or reproduce or circumvent in any other manner the structure and presentation of Our Services or its content;

- not use Our Services in a manner that could damage, deactivate, overload, affect, interfere with or compromise our IT systems, the servers, security or networks connected to Our Services, or interfere with other users' use of Our Services;

- not transmit or download content which is defamatory, offensive, false or misleading with Our Services;

- not distribute or reproduce in any manner whatsoever, content that is protected by copyright, trademark rights or business secrecy; and

- not 'frame' or create a mirror site of Our Services, use meta-tags, code or other devices which contain references to Our Services, with the aim of redirecting visitors to another site for any purpose whatsoever.

6.2 We reserve the right to immediately suspend your use of Our Services for any breach of the above restrictions, and to immediately terminate your use entirely for any repeated breaches or for any serious breach of these restrictions.

7 Internet and telecommunications

7.1 You agree that, when you receive an SMS text message or phone call, you may incur a cost from your own telecommunications, wireless and/or internet services company under your separate contract with your third-party supplier. To the extent permitted by, and without limiting rights that you have available under, applicable laws (including the Australian Consumer Law), you agree that we have no liability for charges from your third-party mobile, internet or data provider and we are not liable to you for any such costs.

7.2 You are responsible for all costs incurred by you with respect to using Our Services or the Transportation Provider Service on a mobile device (such as a QR Tool or mobile booking tracker website), including data usage fees and other telecommunications fees.

7.3 Our Services and/or the Transportation Provider Service may be subject to limitations, delays and other problems that are inherent in the use of services over the internet, data services and electronic communications. To the extent permitted by applicable laws (including the Australian Consumer Law), we are not responsible and liable to you for any delays, delivery failures or other damage that are connected or arise from the availability or performance of the internet, data service or electronic communications.

8 Intellectual property rights

8.1 All right, title, interest and/or licence in and to all the intellectual property rights in and to Our Services are and shall remain owned by us and/ or our licensors. These rights include copyrights, neighbouring rights, database rights, design rights, trademark rights, trade name rights, trade secret rights, patent rights and all other intellectual property rights.

8.2 You agree that Our Services and each of its components, including all intellectual property rights associated with it, are our exclusive property and/or that of our licensors. Any full or partial reproduction or representation of Our Services or any of its components, without our content or that of our licensors, is prohibited.

8.3 You have a non-exclusive, non-transferable limited licence, without the right to sublicense, to access and use Our Services solely as is necessary to benefit from Our Services and the Transportation Provider Service. You are not permitted to reproduce, modify, or make available to the public any part of Our Services, unless as is permitted under mandatory law.

8.4 We are allowed to take technical measures to protect intellectual property rights. You shall not remove, avoid or bypass this security or have any third party do so.

8.5 All the other trade names, trademarks, logos, service marks, corporate names or product names appearing on Our Services shall remain the intellectual property of their respective owners, such as the Transportation Providers.

9 Disclaimer of warranties

9.1 To the extent permitted by law (including the Australian Consumer Law), we make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of Our Services or the Transportation Provider Service.

9.2 To the extent permitted by law (including the Australian Consumer Law), we also make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability or availability of any services obtained by third parties through the use of Our Services or the Transportation Provider Service, such as a co-passenger of a taxi ride that you booked.

10 Relation to Transportation Providers

10.1 As noted above, we are not a party to the agreement between you and the Transportation Provider or Driver. The Transportation Providers providing the Transportation Provider Service which you connected to through the use of Our Services and the Transportation Providers and Drivers providing transportation services to you are independent third parties.

10.2 As a result of the Transportation Providers and their Representatives being independent third parties , you agree and acknowledge that we have no control over:

- whether a Driver will arrive in time or at all after you have made a booking with a Transportation Provider through connecting with the Transportation Provider via the use of Our Services; or

- the performance of transportation services and the level of service that is provided to you by the Transportation Provider and Driver.

10.3 To the maximum extent permissible, and without limiting the rights available to you, under applicable law (including the Australian Consumer Law), we are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence whatsoever of any Transportation Providers or Drivers or for any Loss (including personal injuries, death or property damage) resulting from or connected to the Transportation Provider's (or their Representatives) supply of services to you.

10.4 Despite the above, do please read the customer services clause below in clause 12 as we do take reasonable steps to help you in case of any issues you encounter with the Transportation Provider and Driver.

10.5 To the maximum extent permissible, and without limiting the rights available to you, under applicable law (including the Australian Consumer Law), you accept that our responsibility and liability to you is limited to our status as the operator of a platform enabling its users to connect with Transportation Providers to book transportation services from these independent providers of transportation services. We do not operate as a taxi, limousine or chauffeur company (or the booking service of such transportation services) ourselves.

10.6 As a result of the fact that we do not provide any transportation services, we do not have any insurance that covers claims which arise in connection with your taxi ride or transportation service, or insurance coverage for you, any other passengers of the Transportation Provider Service, third parties and/or your or their property and belongings. Insurance policies of the Transportation Provider or the Drivers will be subject to their own terms and may be subject to and described by the relevant Transportation Provider T&C's.

11 Limitation of liability

11.1 Nothing in these Terms of Use excludes or limits our liability for Our Services for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability (including under the Australian Consumer Law).

11.2 Save as set out in clause 11.1 and 11.3 and subject to clause 11.4, to the extent permitted by law (including the Australian Consumer Law), if we fail to comply with these Terms of Use, breach the agreement between you and us, act unlawfully or otherwise cause you any Loss whatsoever, we are responsible and liable only for Loss you suffer that is a direct result of our breach of these Terms of Use, our negligence or breach of the law. We are not responsible or liable for any other Loss, including Consequential Loss.

11.3 Nothing in these Terms of Use excludes, limits or modifies the rights and the guarantees which are provided to consumers under the Australian Consumer Law. For major failures with services, consumers are entitled to cancel the service. Consumers are also entitled to a refund for the unused portion, or to compensation for the

service's reduced value. If a failure with the service does not amount to a major failure, consumers are entitled to have the failure rectified in a reasonable time. If this is not done, consumers are entitled to cancel the service and obtain a refund of any unused portion. Consumers are also entitled to be compensated.

11.4 To the extent permitted by law (including the Australian Consumer Law), our liability for breach of any consumer condition, warranty or other obligation is limited to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

11.5 We only supply Our Services for domestic and private use. You agree not to use the Our Services for any commercial or business purposes.

11.6 Subject to clause 11.1, 11.3 and 11.4, we are also not liable for expenses incurred in relation to you having missed a transit connection.

11.7 Subject to clause 11.1, 11.3 and 11.4, the amount of our liability to you for any Loss suffered in connection with Our Service is at all times limited to an amount of AUD 50 (fifty Australian Dollars) per occurrence.

11.8 Subject to applicable law, you agree that any claim you may have arising out of or related to Our Services or your relationship with us must be made within 2 years after the claim arose.

11.9 The limitations of liability in this clause do not apply in the case of intent or deliberate recklessness on our part.

11.10 Nothing in these Terms of Use, excludes, limits or modifies our liability which by law (including the Australian Consumer Law) cannot be excluded, limited or modified.

12 Customer services

12.1 Requests for information, clarification, complaints and lost items that relate to a booking, taxi ride or transportation service, can be communicated directly to the Transportation Provider. Payment issues (including refunds and chargebacks) can also be communicated directly to the Transportation Provider, unless you have paid through Our Services, in which case you can communicate these to us.

12.2 You can find the contact details of the Transportation Provider on the Device or QR Tool when you are making your booking and also on the mobile booking tracker website. You can go to the mobile booking tracker website using the QR code on the paper ticket and/or using the link in the SMS text message we send to you to confirm your booking.

12.3 We will take reasonable steps to help you to contact the Transportation Provider if you send us an email on the address below.

12.4 Of course, you may also send us any complaints or claims with regard to Our Services. To the extent permitted by law (including the Australian Consumer Law), our assistance or involvement with any complaint, claim or request that relates to a booking,taxi ride or transportation service does not imply that we have any liability for it and will not be construed as an admission of liability by us. We will take reasonable steps to transfer any complaint, claim or request you make to us in relation to a booking or the provision of a taxi ride or transportation service to the relevant Transportation Provider.

12.5 We will use commercially reasonable efforts to give you necessary information to improve your experience using Our Services. We also welcome your feedback and comments about your use of Our Services and the Transportation Provider Service.

12.6 Please contact us directly via email for any customer claims, complaints, feedback or support information: support@taxibutler.com.

12.7 Our handling of complaints about Our Services does not affect any remedies or rights you may have under applicable laws (including the Australian Consumer Law).

13 Confidentiality

13.1 You agree not to use the technical, financial or strategic information, or other trade secrets or confidential information about or in connection with Our Services, the Transportation Provider Service and our activities, operations or properties ("**Confidential Information**") which we may have disclosed to you through your use of Our Services or as part of the Transportation Provider Service.

13.2 You may not disclose our Confidential Information to any third party and you must preserve the confidentiality of, and avoid the disclosure or use of, Confidential Information, including preventing any of it falling into the public domain.

14 Termination

14.1 We may terminate, on notice to you, your use of Our Services or the Transportation Provider Service if:

- we reasonably believe your actions may cause financial loss or legal liability for us or our other users; or

- we reasonably suspect that you have engaged in fraudulent activity in connection with Our Services or the Transportation Provider Service.

14.2 We reserve the right, but are not obligated, to investigate and terminate, on notice to you, your use of Our Services or the Transportation Provider Service if:

- you have misused Our Services or the Transportation Provider Service in breach of the acceptable use in clause 6 or in a fraudulent or dishonest way;;

- your conduct is unlawful or illegal; or

- you have materially breached any terms of these Terms of Use, and you have failed to remedy the breach after 7 days of being notified of the breach if the breach is incapable of remedy.

14.3 Subject to law (including the Australian Consumer Law), we have no obligation to provide any compensation to you for any costs or Loss incurred for the use of Our Services or the Transportation Provider Service if these Terms of Use are terminated on the basis of this clause.

14.4 The agreement between you and us in relation to the booking of a taxi ride with a Transportation Provider shall automatically terminate 180 days after completion of your ride or transportation service, with the exception of the following clauses which shall survive termination of that agreement: clause 7.3, 8, 9, 10, 11, 13, 14.4, 15, 18 and 19.

15 Privacy and data protection

15.1 We collect, use, hold and disclose your personal information in accordance with the P*rivacy Act 1988* (Cth) and our Privacy Policy available at https://taxibutler.com/terms**.**

15.2 We inform you and provide a link to our Privacy Policy with the offer in the booking process as described in clause 3. You can also find a copy of the Privacy Policy in the mobile booking tracker website as described in clause 3. By using Our Services, you acknowledge to have been informed and accept our Privacy Policy.

15.3 We will disclose personal information we collect from you via Our Services to the relevant Transportation Provider as necessary for them to provide transportation services to you. Please also refer to the Transportation Provider T&C's, which include the privacy policy of the Transportation Provider, for information on the collection, use, holding and disclosure of your personal information by the Transportation Provider. By booking a taxi or transportation service, you acknowledge to have been informed of and accept the privacy policy of the Transportation Provider.

16 Changes to Our Services and to these Terms of Use

16.1 The current version of these Terms of Use at the time of your booking applies to your use of and access to Our Services and the Transportation Provider Service. If certain elements of services are governed by different rules, you will be provided with those prior to making any booking.

16.2 We may from time to time make changes to Our Services and also the Transportation Provider Services may change, for instance by the addition or removal of functionality or by a change of the way in which either of them operates or is presented to you.

16.3 We may modify these Terms of Use to reflect changes to Our Services or the Transportation Provider Service, changes in law or changes in the way we or our industry operates, or for any other reason. By accepting the offer in the booking process on the Device or QR Tool, you agree to be bound by the version of these Terms of Use that is shown there.

16.4 Of course, any updated version does not apply to offers already accepted. If these Terms of Use are updated between acceptance of an offer and the start of a taxi ride, the version of these Terms of Use that applied at the time that you accepted the offer and the booking was made will continue to apply to that booking and in respect of the relevant taxi ride.

17 Links to other websites

17.1 Our Services may contain hyperlinks to websites operated by third parties. We do not control such websites and we are not responsible for their content or for any breach of contract or any intentional or negligent action on the part of such third parties, which results in any Loss, delay or injury to you. We are not responsible for the accuracy of opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on Our Services does not imply or constitute approval or endorsement of the linked website by us.

17.2 If you decide to leave Our Services to access third party websites, you do so at your own risk. All conditions, rules, policies (including privacy policies) and operating procedures of websites operated by third parties will apply to you while browsing on such websites. We are not responsible for information provided by you to third parties or by the third parties to you. Accordingly, we strongly recommend that you review the privacy policy and operating conditions and procedures of such websites before accessing.

18 Governing law and jurisdiction

18.1 These Terms of Use are governed by, and are to be interpreted by the laws of the state of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia. This means that your access to and use of Our Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by the laws and heard by courts with jurisdiction of the state of New South Wales, Australia.

18.2 If you are resident in the EU and we direct Our Services to your country of residence:

18.2.1 you may bring any dispute which may arise under these Terms of Use to, at your discretion, either the competent court of Australia, or to the competent court of your country of habitual residence if this country is within the EU, which courts are (with the exclusion of any other court) competent to settle any such a dispute; and

18.2.2 we will bring any dispute which may arise under these Terms of Use to the competent court of your country of habitual residence if this country is within EU or otherwise the competent court of Australia.

18.3 If you are resident in the EU and we direct Our Services to the country in which you are habitually resident (and/or we pursue our commercial or professional activities in relation to Our Services in this country), you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms of Use, including clause 18.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

19 Miscellaneous

19.1 Should a provision of these Terms of Use become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

19.2 Failure on our part to insist on performance of your obligations or to exercise any rights does not constitute a waiver of our rights. A right can only be waived in writing and signed by the party giving the waiver.

19.3 Each of the clauses of these Terms of Use also applies on behalf of our directors, officers, employees, agents, contractors, successors and assigns, as well as our subsidiaries, parent and sister companies and other companies that are part of our group, as well as the (legal) persons or entities, auxiliary persons, and subordinates that we engage in performing Our Services.

19.4 The legal relationship between you and us and your rights and obligations under these Terms of Use cannot be assigned, transferred or novated without our prior written consent. We may, however, assign, transfer or novate the legal relationship between you and us in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of our assets or voting securities, and we may also assign, transfer or novate these Terms of Use to any of our affiliates.

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