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

TERMS OF USE

Last updated: 5 June 2025

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 PLEASE READ THESE TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF OUR SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

1.3 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 article 2 of these Terms of Use below.

1.4 Our Services allow you to book a taxi ride directly with a local Transportation Provider that is connected to Our Services and in certain cases Our Services allow you to pay for the taxi ride as well.

1.5 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.

1.6 These Terms of Use apply if you use our Devices or QR Tools in the United States of America. In certain countries, other terms and conditions may apply, as communicated to you in the booking process in the relevant location.

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 article 12 below.

Summary of key terms:

a) Our Services are limited to facilitating the booking and taking of taxi rides directly between you and Transportation Providers and in certain instances facilitating your payment of such taxi rides.

b) Your agreement for the transportation service (both the booking thereof and the taking thereof) is directly with the Transportation Provider. The terms and conditions and privacy policy of the Transportation Provider govern your legal relationship with the Transportation Provider. A link to the Transportation Provider T&C's is presented to you through Our Services. The booking and the taxi ride will be 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, it is the sole obligation of the Transportation Provider to have established and implemented the applicable terms and conditions under their Transportation Provider T&C's which comply with all applicable laws, by having a complete and accurate set of documents available on that link.

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.

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 very clear, we are not responsible for your bookings of taxi rides, as we merely facilitate the booking with the Transportation Provider. Also, we do not provide any transportation services. We take no responsibility for the provision of booking services or transportation services by the Transportation Providers or Drivers with whom you book a taxi ride.

2 Definitions

2.1 The following definitions apply in these Terms of Use:

"**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 with which you can access a Transportation Provider Service and book and take a taxi ride with local Transportation Providers, including the mobile booking tracker website;
"**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 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 with a Driver, which is provided to you through Our Services;
"**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;
"**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, 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 booking of the taxi ride and the taking of the taxi ride 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

3.1 By using Our Services you agree to be bound by these Terms of Use. Each time you use Our Services, you accept and agree to be bound by the applicable version of these Terms of Use, which is displayed on the Device or QR Tool.

Offer

3.2 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.

3.3 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 article 4 below so that you are well informed before making the booking. 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.

3.4 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 "I agree" button (and make subsequent payment in case you pay through Our Services), we will process the booking for you immediately (although you always have the option to cancel your booking). You are responsible for ensuring that your booking is complete and accurate. 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 "I agree" 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 other obligations under these Terms of Use, a legally binding agreement between you and us is formed. This agreement incorporates these Terms of Use and your booking is established when you click on the "I agree" 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 "I agree" button, an agreement is also established between you and the relevant Transportation Provider. This is a direct agreement between you and the relevant Transportation Provider, to which agreement 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). When you make a booking, you understand and accept that you are entering into an agreement directly with the relevant Transportation Provider with which you have made the relevant

booking, and you accept that you will be bound by the applicable Transportation Provider T&C's in respect of the relevant booking and taxi ride.

3.8 The booking is placed with the Transportation Provider after you click on the "I agree" button on the page of the offer, or after you have made subsequent payment as described in article 4 below, in case you choose to pay through Our Services as well.

Confirmation of booking

3.9 After clicking on the "I agree" 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.

3.10 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

3.11 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 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.

3.12 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.

3.13 The mobile booking tracker website also contains a button which allows you to cancel your booking, which automatically cancels the pre-authorisation of payment, if you have paid using Our Services. However, please note that your right to cancel your booking under consumer law is not applicable because these cancellation rights do not apply to passenger transport contracts.

Quick booking option

3.14 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 determined entirely by the Transportation Provider in consultation with the venue.

3.15 In certain order flows of quick booking options, we do not show an offer for you to accept as that would be contrary to the nature of the quick booking. The member of staff of the venue operating the Device will be able to give you the information that you need. You will also be presented with a paper ticket that is printed

by the Device after the taxi is ordered, which informs you of these Terms of Use, our Privacy Policy and the Transportation Provider T&C's. The paper ticket tells you that by accepting the ride, you are considered to have been informed about and agree to 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 in which we do not show an offer for you to accept and that payment of the Fare can only be made directly to the Driver in the vehicle in that case.

Other relevant matters

3.16 Please note that all information on arrival times and trip duration that is visible in Our Services are estimates that we receive from the Transportation Provider. We have no control over and are not liable for any deviations between these estimates and the actual arrival times and trip duration.

3.17 We do not provide any guarantees or accept any liability in respect of bookings with the Transportation Provider and the performance of the Transportation Provider Service by it. We are merely the agent of a Transportation Provider or Driver in respect of the services any of them may agree to provide to you through the Transportation Provider Service or otherwise. Our Services merely facilitate your connecting to Transportation Providers and Drivers in order to make bookings.

3.18 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 At the offer stage, the Fare is an estimate that we are informed about by the Transportation Provider, rather than a fixed price. The Transportation Provider Booking Fee and 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 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 vehicle's taximeter and the applicable local (sur)charges, tolls and taxes upon completion of the ride. We do not in any

way control or influence the amount of the Fare and are not liable 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 article 3 above. The information will specify the applicable currency. In case you accept the offer by clicking on the "I agree" button, you accept the obligation to pay the Total Price. We confirm the estimated Total Price on the mobile booking tracker website as mentioned in article 3.11 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 in the car and/or pay through Our Services, depending on the location where you are and the Transportation Provider that is connected. If you pay in the car, you will pay the Total Price to the Driver in the car. The Driver or the Transportation Provider will in that case also be able to provide you with a receipt specifying the final Total Price.

4.6 Please note that when a quick booking option is used as described above in article 3.15, you can only pay to the Driver in the car 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 are not able to provide you with a receipt.

4.7 If you pay through Our Services, you will pre-authorise us 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. In the event of cancellation, the pre-authorisation will be cancelled, and the amounts will be released in accordance with the operating rules of your payment institution. A cancellation fee may apply, but only if this has been communicated to you before making the booking. If your credit card is not from the United States, the exchange rate depends on your issuing bank and international payments by credit card are subject to fees from your issuing bank.

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 for our Service Fee, please email us at accounts@taxibutler.com. An invoice 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 assist you in getting in touch, but we cannot provide you with an invoice for the Fare (and Transportation Provider Booking Fee, if applicable) as it is due by you to the Transportation Provider directly and not part of our accounts.

4.10 We shall take all reasonable steps to protect your payment data, in case we process these, from unauthorised access by third parties. We use third party payment processing services to facilitate payments through Our Services. 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 taxi ride 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 article 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 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 Disclaimer of warranties

7.1 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. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL BE CORRECTED, OR (F) OUR SERVICES, THE TRANSPORTATION PROVIDER SERVICE OR THE SERVER(S) THAT MAKE THESE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7.2 OUR SERVICES AND THE TRANSPORTATION PROVIDER SERVICE ARE PROVIDED TO YOU STRICTLY ON AN "AS-IS" AND "AS-AVAILABLE".

7.3 ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED BY THIRD PARTIES THROUGH THE USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE.

7.5 YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND FOR WHICH YOU AGREE TO HOLD US AND OUR AFFILIATES HARMLESS.

7.6 YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF OUR SERVICES AND OR THE TRANSPORTATION PROVIDER SERVICE. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE IS TO STOP USING OUR SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

8 Internet and telecommunications

8.1 YOU AGREE THAT, WHEN YOU RECEIVE AN SMS TEXT MESSAGE OR PHONE CALL, YOU MAY INCUR A CHARGE FROM THE COMPANY THAT PROVIDES YOU WITH TELECOMMUNICATIONS, WIRELESS AND/OR INTERNET SERVICES, AND YOU AGREE THAT WE HAVE NO LIABILITY FOR SUCH CHARGES AND ARE NOT LIABLE TO YOU FOR ANY SUCH CALLS, TEXTS, OR EMAILS.

8.2 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.

8.3 OUR SERVICES AND / OR THE TRANSPORTATION PROVIDER SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS THAT ARE INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 Intellectual property rights

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

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 through Our Services and the Transportation Providers and Drivers providing transportation services to you are independent third parties.

10.2 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 the use of Our Services. We also have no control over the performance of transportation services and the level of service that is provided to you by the Transportation Provider and Driver. To the maximum extent permissible under applicable 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 personal injuries, death, property damage or other damages or expenses resulting from their services to you.

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

10.4 You accept that our responsibility and liability is limited to our status as the operator of a platform enabling its users to book transportation services from independent providers of transportation services. We act as an agent for the Transportation Provider or Driver in respect of their provision of transportation services and we do not operate as a taxi, limousine or chauffeur company ourselves.

10.5 In line with the fact that we do not provide any transportation services, we have also not taken out any insurance in connection with your taxi ride, nor to insure any other passengers, third parties and/or 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 IN THE EVENT THAT WE DO HAVE ANY LIABILITY TO YOU AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT:

11.2 WE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF TURNOVER, LOSS OF PROFIT, LOSS OF DATA, REPUTATIONAL DAMAGE, INTERRUPTION OF BUSINESS OR DAMAGE CLAIMS OF THIRD PARTIES, AMONG WHICH EXPENSES INCURRED IN RELATION TO HAVING A TRANSIT CONNECTION, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE;

11.3 OUR LIABILITY UNDER THESE TERMS OF USE OR OTHERWISE TO YOU SHALL NEVER EXCEED $50 (FIFTY DOLLARS), WITH THE EXPRESS PROVISION THAT THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS MAXIMUM; AND

11.4 WE SHALL NOT BE LIABLE TO YOU IN THE EVENT OF: (A) ANY FAILURE OF YOUR MOBILE DEVICE (INCLUDING IF IT LOSES POWER OR CONNECTIVITY FOR ANY REASON) OR (B) FAILURE OR DISRUPTION OF TELECOMMUNICATIONS NETWORKS (SUCH AS THE INTERNET, TELECOMMUNICATION SERVICES AND THE LIKE).

11.5 THE CONTENT OR OTHER MATERIALS PUBLISHED ON OUR SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

11.6 THE TRANSPORTATION PROVIDERS PROVIDING THE TRANSPORTATION PROVIDER SERVICE THROUGH OUR SERVICES AND THE TRANSPORTATION PROVIDERS AND DRIVERS PROVIDING TRANSPORTATION SERVICES TO YOU ARE INDEPENDENT THIRD PARTY BUSINESSES AND ARE NOT OUR AGENTS. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE WHATSOEVER OF ANY SUCH TRANSPORTATION PROVIDERS OR DRIVERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM THEIR SERVICES TO YOU.

11.7 From time to time, access to Our Services or the Transportation Provider Service may be suspended without prior notice. You agree that we have no liability and shall otherwise not be responsible in the event of any delay, cancellation, overbooking, misquoted rates, strike, riots, floods, acts of God, security breach, false transmissions, pranks, hoaxes, technological failure or any other cause beyond our control, and further that we shall not have any responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

11.8 The limitations of liability in this clause apply irrespective of the legal nature and legal basis of the liability claim or form of the action, be it a claim for damages on the basis of breach of agreement, a claim for damages on the basis of unlawful act or omission, a claim on the basis of an obligation to make performances undone after dissolution of an agreement, or otherwise.

11.9 You agree that any claim you may have arising out of or related to Our Services or your relationship with us must be filed within one year after the claim arose; otherwise, your claim is permanently barred.

11.10 The limitations of liability in this clause do not apply in the case of wilful acts or gross negligence on our part.

11.11 Nothing in these Terms of Use excludes any liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability under applicable mandatory law. Nothing in these Terms of Use affects your mandatory statutory rights as a consumer.

11.12 We only supply Our Services for domestic and private use. You agree not to use the Our Services for any commercial or business purposes and (save as set out in this article 11) we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 Customer services

12.1 Requests for information, clarification, complaints and lost items that relate to a booking and taxi ride can be communicated to the Transportation Provider. Payment issues (including refunds and chargebacks) can also be communicated 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 can also always 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. Our involvement with any complaint, claim or request that relates to a booking or taxi ride does not imply that we have any liability for it and shall not be construed as admission of liability. We shall transfer any complaint, claim or request you make to us in relation to a booking or the provision of a taxi ride 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.

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 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 your use of Our Services or the Transportation Provider Service if:

- you have misused Our Services or the Transportation Provider Service;
- you have behaved in a way which could be regarded as inappropriate;

- your conduct is unlawful or illegal; or

- you have breached any terms of these Terms of Use.

14.3 We have no obligation to provide any compensation to you for any costs 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.

15 Personal data

15.1 We process your personal data as is necessary for the performance of Our Services to you and for compliance with our legal obligations. We do not sell your personal data to anyone. We do provide your personal data to the Transportation Provider you are booking a taxi with, in order for it to perform its agreement with you to book and provide the taxi ride. The Transportation Provider and we are each independent controllers of the personal data that we process of you in order to provide our independent services to you.

15.2 Please refer to our Privacy Policy for more information (https://taxibutler.com/terms). We inform you of the Privacy Policy with the offer in the booking process as described in article 3. You can also find a copy of the Privacy Policy in the mobile booking tracker website as described in article 3. By using Our Services, you acknowledge to have been informed of our Privacy Policy.

15.3 Please also refer to the Transportation Provider T&C's, which include the privacy policy of the Transportation Provider, for information on the processing of your personal data by the Transportation Provider. To be clear, we are not liable for the processing of your personal data by the Transportation Provider as an independent controller. By booking a taxi, you acknowledge to have been informed of 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 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, damage, 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 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. Accordingly, we strongly recommend that you review the privacy policy and operating procedure of such websites.

18 Governing law and jurisdiction

18.1 The legal relationship between you and us is exclusively governed by the laws of the State of New York, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction.

AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

18.2 Except for disputes brought in small claims court, any dispute arising out of or relating to these Terms of Use, Our Services, or any relationship between the parties, or any of their parents, subsidiaries, affiliates, successors, officers, directors, or employees, heirs and permissible assigns, without limitation, no matter how described, pleaded or styled, will be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act.

18.3 The arbitration will be conducted by a single, neutral arbitrator chosen by the parties, who shall be a retired judge or a lawyer with at least ten years of active practice in technology law. The arbitration shall be conducted under the Consumer-Related Disputes Supplementary Procedures and expedited procedures of the American Arbitration Association ("AAA"). You understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. The arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration. The arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties. The parties agree that the arbitrator, and not a court, will have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be paid by us. Each party will pay for its own attorneys' fees and costs. Any dispute or claim will be brought solely in that party's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, their representatives, and the AAA. The parties agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial for any dispute to which this agreement applies and any dispute will be commenced and maintained exclusively in the state or federal courts in New York and the parties each consent to the personal jurisdiction of the courts. This provision survives the termination of these Terms of Use. Notwithstanding anything herein to the contrary, you retain the right to pursue any claim in a small claims court and proceed on an individual basis for any such claim that is within the court's jurisdiction.

18.4 BY ACCEPTING THESE TERMS OF USE YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

19 Miscellaneous

19.1 These Terms of Use (and any other terms and conditions referenced herein) constitutes the entire and only agreement between you and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Our Services, the Transportation Provider Service or any products or services provided by or through Our Services, and the subject matter of these Terms of Use.

19.2 Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with law enforcement requests or requirements relating to your use of Our Services or information provided to or gathered by us with respect to such use.

19.3 The clauses of these Terms of Use shall survive termination to the fullest extent necessary to govern the legal relationship between you and us in relation to your use of Our Services at any time.

19.4 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.

19.5 Failure on our part to insist on performance of your obligations or to exercise any rights does not constitute a waiver of our rights.

19.6 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.

19.7 The legal relationship between you and us and your rights and obligations under these Terms of Use cannot be transferred without our prior written consent. We may, however, assign 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 these Terms of Use to any of our affiliates.

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