

IQTAXI (“IQTAXI”) Passenger TERMS OF USE

Welcome to IQTaxi! IQTaxi Inc and its clients, (“IQTaxi”, “we”, “us”, or “our”) operates IQTaxi (both the mobile applications (each, an “Application”) and their associated websites (<https://www.iqtaxi.com>) the applicable website on which you are, a “Site” and a number of related services (collectively, with the Applications and Sites, the “Services”). The following terms and conditions (the “Terms of Use and Privacy policy”) form a binding agreement between you and **IQTaxi and of all of the contracted fleets to IQTaxi (“the Clients”) operating under IQTaxi dispatch software and their Services**, that are designed to assist you in determining the availability of travel-related goods and services and to make legitimate requests, reservations, payments and to otherwise transact business with transportation providers (such as travel services, “Transportation Services” from the IQTaxi service providers, “Transportation Providers”).

Description of Service

IQTaxi is comprised of a mobile application android and iOS (“the Application”) and website located at www.iqtaxi.com (“Website”) that enables riders looking to hire taxi cabs and other for-hire vehicles (any such taxi or other for-hire vehicle, a “Taxi”) to, among other things, locate, hail and book Taxis, pay for their Taxi rides, and track all of their Taxi trips and expenses through a mobile device (together with the Application and Website, the “Service”). Using either the Application or the Website, you can store your profile information, set your tip preferences, and view all of your past trips along with payments and receipts.

IQTAXI DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD PARTY TRANSPORTATION PROVIDERS, DRIVER OR VEHICLE OPERATOR TO OFFER TRANSPORTATION SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE IQTAXI APPLICATION OR WHITE LABEL APP SERVICES. WE OFFER INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY TRANSPORTATION SERVICES, BUT DO NOT AND DO NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES. **For a list of our transportations providers please visit our website www.iqtaxi.com.**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING A SITE, DOWNLOADING AN APPLICATION OR USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE ANY SITE OR SERVICE OR DOWNLOAD ANY APPLICATION. If you do not agree to all of these terms, our clients are unwilling to let us provide you with any Site or Services, and you have to cease access to the Sites and Services immediately and delete any Applications on your mobile devices.

Along the same lines, some Services may also be subject to additional guidelines, rules, or terms (“**Additional Terms**”). For example, we may offer sweepstakes, rewards, contests of skill, or promotions on the Site or through the Services that will be subject to terms located where we house the contest or otherwise posted on the Site or the Services. If there is any conflict between the Terms of Use and the Additional Terms of our Clients, then the Additional Terms take precedence in relation to that Service. The Additional Terms for such Services are hereby incorporated by reference into these Terms of Use.

THE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE NOTE THAT SEPARATE TERMS AND CONDITIONS WILL APPLY TO THE TRANSPORTATION SERVICES YOU BOOK, INCLUDING PAYMENT RATES AND CANCELLATION POLICIES THAT ARE SET BY THE MANY INDEPENDENT TRANSPORTATION PROVIDERS (“**TRANSPORTATION RULES**”) WORKING WITH IQTAXI.

We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. It is your responsibility to check these Terms of Use for changes prior to use of the Site, and in any event your continued use of the Site following the posting of changes to these Terms of Use constitutes your acceptance of any changes. We will notify you of any such material changes by posting notice of the changes on the Site, and/or, in our sole discretion, by email.

1. USERS. You may simply browse the Site, or you may register with IQTaxi or its Clients and create an account (“**Account**”). You must have an Account to order Transportation Services. If we believe or suspect that any information you provide us is not true, accurate, current or complete, we may deny or terminate your access to the Site or Services (or any portion thereof). Visitors agree not to attempt to access Member areas of the Sites or Services.

2. ACCOUNTS. When you set up an Account, you are required to provide your name, mobile phone number, email address and select a password or PIN number (collectively, your “**Account Information**”), which you may not transfer to or share with any third parties. You agree to only provide us with true, accurate, current and complete information for your Account and/or Bookings (as defined below). If someone accesses our Site or Services using your Account Information, we will rely on that Account Information and will assume that it is really you or your representative who is accessing the Site and Services. You are solely responsible for any

and all use of your Account Information and all Bookings and activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your Account, including without limitation terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Site or Services under your Account Information that, if undertaken by you, would be deemed a violation of these Terms of Use. In no event and under no circumstances will IQTaxi or its clients, be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of IQTaxi under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else's Account at any time, without the permission of the Account holder. Please notify us immediately if you become aware that your Account Information is being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual's authorization, or register for an Account on behalf of any group or entity.

3. PRICING. In some cases, we will charge you booking fees and/or usage fees for using our Services to book and/or use Transportation Services. We also reserve the right to charge you fees for certain auxiliary services (such as placing a Booking by telephone, paying for Transportation Services through our Services or selecting premium options for your Transportation Services) or for goods or services associated with our product offerings or campaigns. Any rates or fees presented to you via the Site or Services prior to your booking your Transportation Services is provided solely for your convenience and may not include additional charges such as taxes and payment fees. You should not rely on these estimates in any way; you will be fully liable for payment of the actual fees assessed by the relevant Transportation Provider each time you book a trip and receive Transportation Services. None of these rates are a guaranteed price bid or a comprehensive price quote. Various factors, including, without limitation, wait time, gratuity, taxes, fees, tolls, additional passengers, baggage charges, other additional charges, or variations in ground conditions may result in a higher rate than the original estimated rate presented to you when you searched for a ride or booked a ride via the Sites or Services. If you change the final destination of your trip, or include stops or additional passengers along the way, a higher base fare will apply. All new or additional charges will be presented in detail to you on the e-receipt available via the Services. In case of a CANCELLATION of a trip before the boarding there will be no charge unless if the client states a min charge for hailing a transportation vehicle. All charges will be authorized after the conclusion of the trip as to be clear of the completed services. Any requested refunds will be assessed upon your written application and will be executed upon acceptance within 3 business days.

4. BOOKINGS. These Terms of Use, together with any additional terms on the Site and any applicable Transportation Rules, shall govern any booking you make through the Site or Services (or by phone) for Transportation Services (such booking, a "**Booking**"). In the unlikely event, we or the applicable Transportation Provider cannot fulfill the Booking, we will use commercially reasonable efforts to contact you via the contact information associated with your Account at the time of the Booking. You understand that a violation of Transportation Rules may result in cancellation of your Booking(s), in your being denied access to any Booking, or in your forfeiting any monies paid for such reservation(s) or purchase; you hereby authorize us to debit your account (via the method of payment associated with your account) for any costs we incur as a result of such violation. The total cost of the Booking will include the fare, gratuity, taxes, wait time fees, tolls, and any other charges that you. We reserve the right to charge a fee for payments made through the Services, and the Transportation Provider may also charge you a usage fee in connection with your booking and payment through the Services. Any information related to the times for Transportation Services (including arrival time of a Transportation Provider) is solely an estimate and provided for your convenience, the actual arrival time is subject to a number of factors outside our control, including the actions of the Transportation Provider, weather and traffic.

5. PAYMENT. We want to let you leave home with just your mobile phone. As a result, we permit you to pay for any Transportation Services through our Services, although certain Transportation Providers require us to charge for their Transportation Services through the Services. If permitted by the Transportation Provider, you may also pay the Transportation Provider with cash or credit card directly. To pay for Transportation Services through our Services, you will need to provide IQTaxi or its clients, with the payment information necessary to process a Booking from you prior to you being able to place a Booking. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of your placing the Booking. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. IQTaxi or its clients may seek authorization of your credit card to validate your ability to pay the applicable charges at the time that you initiate booking. The authorization is not a charge, however, the authorization may reduce your available credit by the authorization amount until your bank's next processing cycle. If you do not elect to use the payment methods through our Services, you will be responsible for all fees arising from the Transportation Services you order through our Services. If you choose to pay the Transportation Provider directly for Transportation Services, we reserve the right to charge a booking fee and/or usage fee for our Services to the credit card you have on file with us, and you hereby authorize such charges.

6. PROMOTIONS, GIFT CARDS AND REFERRALS.

a. From time to time, we may elect to run or otherwise make available promotional offers, deals and/or codes for the Site and Services. Unless otherwise indicated on the Site, we may establish and modify, in our sole discretion, the terms of such offer and suspend or end such offer at any point, with or without notice to you. We reserve the right, in our sole discretion, to reject or refuse to honor any special deal or promotional code you submit to, or otherwise attempt to redeem on, the Site or Services. Promotional codes are generally limited to one use per customer. We may post additional terms of a promotion on the Site.

b. By referring your friends to IQTaxi or its clients, you may participate in the IQTaxi Referral Program (the “**Program**”), which is a loyalty program we offer to our Members. If you choose to participate in the Program, for each friend you refer to IQTaxi for which a Qualifying Referral (defined below) is completed, you may be able to receive credits toward future Bookings. The Rewards you accrue will be displayed on your Account page. Rewards can be accrued solely by you and you may not earn Rewards by permitting another individual to use your Account. Rewards accrued in multiple Accounts may not be combined into one Account. You may not earn Rewards by creating multiple Accounts. You may not post your unique referral link on any public forum or coupon site, doing so will result in the reversal of any Rewards earned and may result in your account becoming suspended. By acquiring Rewards, you agree and acknowledge that IQTaxi is granting you a limited, revocable license to a digital item, and that Rewards are not your personal property. You may not obtain any cash or money in exchange for Rewards. Except as explicitly provided herein, Rewards are non-transferable. Members are responsible for keeping track of the Rewards in their Accounts. We may terminate the Program at any time with or without notice to you, at which point your license to Rewards will terminate.

c. You may purchase IQTaxi gift cards through the Services (“**Giftcards**”). Giftcards can be redeemed for Transportation Services solely through the Services. Giftcards cannot be redeemed for cash or credit except where required by law. IQTaxi is not responsible for lost or stolen Giftcards. Risk of loss and title for Giftcards pass to the purchaser upon electronic transmission to the recipient. For avoidance of doubt, the recipient may not always be you. IQTaxi reserves the right to close accounts and request alternative forms of payment if a Giftcard is fraudulently obtained or used on the Service.

7. CANCELLATIONS OR NO-SHOWS. Any cancellations or no-shows will be governed by our policies and/or the applicable Transportation Provider’s Transportation Rules. Additionally, certain Bookings have specific cancellation windows and you will be charged if you fail to show for a booking and fail to cancel the reservation within the cancellation window. The Transportation Rules and associated fees may vary by Transportation Provider. Without limiting the foregoing, IQTaxi also reserves the right to charge you cancellation fees and/or no-show fees. Depending on the Transportation Services booked and the circumstances of the cancellation or no-show, such fees range from a flat-fee to the full quoted fare. You hereby authorize any such charges and fees.

8. BANK FEES. Some banks and credit cards impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

9. MOBILE SERVICES.

a. By accessing and using the Services you acknowledge and agree that you may receive certain communications from the Services (such as SMS, text messages, emails, or other electronic communications means, collectively “**Mobile Communications**”). Please note that by accessing and using the Services, or by using certain mobile or Site features, such as receiving or sending Mobile Communications via your mobile device, you may incur fees from the provider or carrier of the mobile services that you use (“**Carrier**”) and you are solely responsible for the payment of such fees.

b. When you use our Services, we may also collect location information from the GPS functionality on your device. You hereby authorize us and our Services to take such actions and access such data. You can grant or revoke your consent at any time and prevent us from continuing to access your GPS information by changing the settings on your device. You hereby authorize the Application to access such components of your mobile device. If you choose to include in your Content information about your actual location (including location-related information provided by your Carrier or applications), you acknowledge and agree that (a) such information will be made available to Transportation Providers when you request Transportation Services; and (b) IQTaxi merely makes this information available upon your request and is not responsible for the correctness of such information and any use of such information by third parties, including Transportation Providers.

c. If you request to receive updates or other information by mobile phone or text message, you consent to receiving text messages from us and our otherwise communicating with you via your mobile device. We do not charge for this Service. However, your

carrier's standard messaging, data and other rates and fees still apply to any messages you send, our confirmations and all subsequent SMS correspondence and/or transmissions. You should check with your carrier to find out what plans are available and how much they cost. All charges are billed by and payable to your mobile service provider. At any time, you may text STOP to cancel or HELP for customer support information. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator.

d. To improve the experience associated with the Services, IQTaxi and its clients, has integrated with or partnered with specific partner mobile applications. Certain features of the Services require access to partner applications on your mobile device. When you install our Application, you hereby authorize our Application to access other components on your device to determine whether specific partner applications have been installed on your mobile device. The Application will then transmit that information back to our servers. BY INSTALLING OUR APPLICATION, YOU CONSENT TO SUCH COLLECTION AND TRANSMISSION.

e. Maps. Certain features of the Services require access to and use of your device's maps features or other third-party maps. Although you may decide whether or not to use these features, any use of those features will be subject to the terms and conditions applicable to such maps and application. By using the Services, and depending on your device's operating system, you may also agree to the Google Maps end-user terms located at http://www.google.com/intl/en_ALL/help/terms_local.html (as may be changed from time to time by Google). It is your sole responsibility to review the terms and conditions that apply to Google Maps before using it; this Agreement does not apply to any activities conducted via the Google Maps site. Likewise, by using Services, you may also agree to the Apple end-user terms located at <http://www.apple.com/legal/sla/> (as may be changed from time to time by Apple). It is your sole responsibility to review the terms and conditions that apply to Apple mobile devices before using it.

10. INTERNATIONAL. Although most travel, including travel to international destinations, is completed without incident, travel in certain destinations may involve greater risk than others. We urge you to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to using Transportation Services in international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at a number of websites, including www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov. BY OFFERING TRANSPORTATION SERVICES INTERNATIONALLY, IQTAXI OR ITS CLIENTS DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES ARE ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRANSPORTATION SERVICES IN SUCH DESTINATIONS.

11. OWNERSHIP. You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site or Services ("**Our Technology**") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to these Terms of Use. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos ("**Marks**") of IQTaxi or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third-party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by these Terms of Use.

12. MOBILE APPLICATION. *License.* Subject to your compliance with the Terms of Use, IQTaxi grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely to access the Service for your own internal purposes.

13. RULES REGARDING INFORMATION AND OTHER CONTENT. When you access the Site and/or Services, you obtain access to various kinds of information and materials, all of which we call "**Content**". You are entirely responsible for each individual item of Content that you post, publish, submit on a Site or through the Services, and, as between you and us, you retain ownership and any intellectual property rights in the Content you post. You grant us a non-exclusive, royalty-free, fully paid, fully sublicensable, worldwide license, under any and all of your copyright and other intellectual property rights related to that Content. You agree that any such Content or any derivative works thereof, except for any personally identifiable information you submit in regards to your Account or a Booking, may be disseminated, distributed, publicly displayed, reproduced, used, posted, or published by us, and searched, displayed, printed or otherwise used by our Clients. To the extent you include personally identifiable information in forums on the Site, we will not be liable for such disclosure. We do not grant you any rights in any Content available on the Site or the Services (other than your own submitted Content), except to use any such Content for your personal and non-commercial use.

You agree not to revise Content posted by others, and you represent and warrant that you will not post or use any Content in any manner that:

- a. Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
- b. Violates the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- c. Is false or inaccurate or becomes false or inaccurate at any time;
- d. Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
- e. Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
- f. Misrepresents your identity in any way;
- g. Contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- h. Advocates or encourages any illegal activity; or
- i. Has the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

Though we strive to enforce these rules with all of our users, you may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You access the Site and Services at your own risk. We may, but are not obligated to, remove Content from the Site for any reason, including if we determine or suspect that such Content violates these Terms of Use. We are merely acting as a passive conduit for such distribution and we take no responsibility for your exposure to Content on the Site or through the Services whether it violates our content policies or not.

14. GENERAL RULES OF USER CONDUCT. It is our goal to make access to our Site and Services a good experience for all of our users. You agree not to, and represent and warrant that you will not use, reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, your use of the Site or Services, or access to the Site or Services for any purposes other than for which the Site or Services are being provided to you, or do any of the following:

- a. Conduct or promote any illegal activities while using the Site or Services;
- b. Upload, distribute or print anything that may be harmful to minors;
- c. Attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site or Services;
- d. Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- e. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- f. Use the Site or Services to generate unsolicited email advertisements or spam;
- g. Use the Site or Services to stalk, harass or harm another individual;
- h. Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
- i. Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
- j. Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;
- k. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
- l. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

15. FEEDBACK. In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Site or the Services (collectively "**Feedback**"), you agree we may use the Feedback to modify our Services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now

known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

16. MODIFICATIONS TO THE SITE OR SERVICES. We reserve the right to modify or discontinue the Site or Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgment of such changes and satisfaction with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Site and Services at any time, for any reason, in our sole discretion. If you want to terminate any Services, you may do so by (a) notifying us at any time and (b) deleting the Application from your mobile device and closing your Account for all of the Services that you use. Your notice should be sent, in writing, to our address set forth below. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES. TERMINATION OF YOUR ACCOUNT WILL IN NO WAY MODIFY, CHANGE OR VOID ANY PAYMENT OBLIGATIONS YOU MAY HAVE INCURRED THROUGH YOUR USE OF THE SITE OR ANY SERVICES, WHETHER SUCH OBLIGATION IS TO US OR A THIRD PARTY.

17. PRIVACY. We know that your privacy is important. For this reason, we have created this privacy policy, that describes our collection, use and disclosure practices regarding any personal information that you provide to us, according to the **G.D.P.R.** general rules. The security of your personal information is important to us. While there is no such thing as “perfect security” on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. IQTaxi reserves the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of your personal information. We may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

18. THIRD PARTY CONTENT. Content from other users, suppliers, advertisers, and other third parties may be made available to you through the Site and/or the Services. Because we do not control such content, you agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third-party rights related to such content. The Site and Services may contain links to websites not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Certain features of the Services require access to and use of your device’s maps features or other third-party maps. Although you may decide whether or not to use these features, any use of those features will be subject to the terms and conditions applicable to such maps and application. By using the Services, and depending on your device operating system, you may also agree to the Google Maps end-user terms located at www.google.com/intl/en_ALL/help/terms_maps.html (as may be changed from time to time by Google). It is your sole responsibility to review the terms and conditions that apply to Google Maps before using it; these Terms of Use do not apply to any activities conducted via the Google Maps site. Likewise, by using the Services, you may also agree to the Apple end-user terms located at <http://www.apple.com/legal/sla/> as may be changed from time to time by Apple). It is your sole responsibility to review the terms and conditions that apply to Apple mobile devices before using it.

19. THIRD PARTY WEBSITES. The Services may contain links to third-party websites (“Third-Party Websites”) and advertisements for third parties (collectively, “Third-Party Websites & Ads”). When you click on a link to a Third-Party Website or Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of IQTaxi. IQTaxi is not responsible for any Third-Party Websites & Ads. IQTaxi or its Clients, provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third- Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, our Terms of Use and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party

20. DISCLAIMER OF WARRANTIES. THIS SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY IQTAXI OR ITS CLIENTNS “WITH ALL FAULTS” AND ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. IQTAXI AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE CONTENT OR SERVICES INCLUDED ON, OR OTHERWISE MADE AVAILABLE TO YOU THROUGH, THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

We make no warranty that the Site or Services or Transportation Services will meet your requirements, or that the Site and/or Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Site or Services (including Transportation Services), or that defects in the Site or Services will be corrected. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material and/or Content. No advice or information, whether oral or written, obtained by you from us through the Site, Services, Transportation Services or otherwise will create any warranty, representation or guarantee not expressly stated in these Terms of Use.

21. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES.

WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND TRANSPORTATION PROVIDERS, OR FOR ANY ISSUE RELATED TO TRANSPORTATION SERVICES. THE TRANSPORTATION PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF IQTAXI. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH TRANSPORTATION PROVIDERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OR OTHER CAUSES BEYOND OUR DIRECT CONTROL, INCLUDING THE ACTS OF TRANSPORTATION PROVIDERS, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO THE GREATER OF (I) THE TOTAL AMOUNT OF FEES WE RECEIVE FROM YOUR BOOKINGS IN THE THREE (3) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO OUR LIABILITY AND (II) TEN DOLLARS (U.S. \$10.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law. Without limiting the foregoing, under no circumstances WILL WE or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties. IQTaxi shall not be liable for circumstances beyond its control including but not limited to weather, road conditions and breakdowns. IQTaxi assumes no responsibility for lost or damaged baggage, personal belongings, or any items left in a vehicle. Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such applicable law.

22. INDEMNIFICATION. You agree to indemnify, defend and hold harmless IQTaxi and its clients, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Transportation Services, Site or Services (except to the extent prohibited by law); (ii) your violation of these Terms of Use; (iii) your violation of any rights of any other person or entity; (iv) any Content you submit to the Site or Services; or (v) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Site or Services.

23. RELEASE. You hereby release IQTaxi, its clients, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage,

that is either directly or indirectly related to or arises from (i) your use of the Site, or (ii) your purchase or use of any Transportation Services. You hereby waive any other country related similar provision of the laws of any other applicable jurisdiction. You understand that IQTaxi does not currently conduct criminal background checks on its Transportation Providers. IQTaxi makes no representations or warranties as to the conduct of Transportation Providers.

24. COPYRIGHT VIOLATIONS. We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information:

- a. A description of the copyrighted work that you claim has been infringed;
- b. A description of where the material that you claim is infringing is located on the Site or Services;
- c. Your address, telephone number and email address;

Our copyright agent for notice of claims of copyright infringement on the Site or the Services can be reached by mail at: Copyright Agent, IQTaxi, Inc., 22-66 21st Street, Astoria NY 11105 or by email at info@iqtaxi.com.

25. ELECTRONIC COMMUNICATIONS. We can only give you the benefits of our service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This Section 25 informs you of your rights when receiving Communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications (“**Communications**”) that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may also receive a copy of these Terms of Use by accessing this Site. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email so that you continue to receive all Communications without interruption.

GENERAL TERMS. You are responsible for compliance with all applicable laws. The Terms of Use and the relationship between you and IQTaxi and its clients, would require the application of the laws of the operating country or state or country. These Terms of Use are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms of Use, shown in boldface type, are included only to help make these Terms of Use easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms of Use constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of the Terms of Use will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect.

Children. The Site and Services are not directed to children and children are not eligible to use our Sites or Services. Protecting the privacy of children is very important to us. We do not collect or maintain Personal Information from people we actually know are under 13 years of age, and no part of our Site or Services is designed to attract people under 13 years of age. If we later learn that a user is under 13 years of age, we will take steps to remove that user’s Personal Information from our databases and to prevent the user from utilizing the Site and the Services.

26. SURVIVAL. Sections 2, 4, 5, 7, and 11 through 28, as well as any other limitations on liability explicitly set forth herein and our proprietary rights in and to the Site, Content, Our Technology and the Services, will survive the expiration or termination of these Terms of Use for any reason.

27. NOTICE; VIOLATIONS. We may give notice to you by email, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to info@iqtaxi.com or as otherwise expressly provided. Please report any violations of these Terms of Use to info@iqtaxi.com. If you have any questions or concerns about our Site, your Booking, or anything else, please send an e-mail to info@iqtaxi.com.

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