

## UNITED KINGDOM DRIVER AGREEMENT

**iView Incorporation Limited**

Taxi 24/7 is a technology platform that brings together global service providers with mobile customers provided by iView Incorporation Limited ("iView", "we", "us" and "our"), company number 9002222, registered at 89-90 Paul Street, London EC2A 4NE, email support@taxi-247.com. Head to [www.taxi-247.com](http://www.taxi-247.com) for more details about Taxi 24/7. For information on how we will use your personal data, please see our privacy policy and End-User Licensing Agreement.

### 1. YOUR USE OF Taxi 24/7

1.1 You can only use Taxi 24/7, if you are a licensed Black Cab driver. We will not let you join (in our discretion) where: (i) we have reason to believe that you are not a licensed Black Cab driver; or (ii) you do not provide the required information and headshot for registration.

1.2 You agree:

1.2.1 and promise that all information and details provided by you to us (including on registration) are true, accurate and up-to-date in all respects and at all times. You can update or correct your details at any time via the Taxi 24/7 app;

1.2.2 your use of Taxi 24/7 grants you no rights in relation to our intellectual property rights (including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or rights in and to Taxi 24/7 software, applications and website) or the intellectual property of our retail or advertising partners, other than the non-transferable, personal right to use and receive the Taxi 24/7 services in accordance with these Terms;

1.2.3 that you will not use Taxi 24/7: for any unlawful purpose; in any way that interrupts, damages, impairs or renders Taxi 24/7 less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have

the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services (other than your Black Cab services in the normal course of the use of Taxi 24/7);

1.2.4 and warrant that: you have all the appropriate licenses, approvals and authority to provide taxi services to passengers; that you own or have the legal right to operate the vehicle you use when using Taxi 24/7 and that such vehicle meets all relevant safety standards; and that you have valid insurance cover for your vehicle and services;

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

1.2.6 and acknowledge that we have limited control over the nature and content of information and chat transmitted or received by you or other users of Taxi 24/7. Although we reserve the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such content. If you have a complaint about another user please contact us via the app or website;

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

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

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

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1.4 SmartPay is an optional Taxi 24/7 service to facilitate payments from Non-Taxi 24/7 Passengers (i.e. passengers who have not registered to use Taxi 24/7). You may only use SmartPay in connection with your taxi services.

1.5 Please note that we are not responsible for the behaviour, actions or inactions of passengers whether or not they are Taxi 24/7 users. Any contract for the provision of taxi services is between you and the user and not Taxi 24/7 and we simply provide a platform to introduce drivers and passengers and facilitate payments in certain circumstances.

## 2. CHARGES AND PAYMENT

2.1 It is free to generally use the Taxi 24/7 app.

2.2 Charges for use of SmartPay are set out on the app and website (accessible where you are a registered user) and will include a brokerage and average card processing fee. We do not provide payment protection or guarantees in relation to SmartPay transactions. This means that you will bear the risk in the event that a transaction proves to be fraudulent or unauthorised. The following additional terms apply where you use SmartPay:

2.2.1 you may only accept and process payments using SmartPay where the cardholder has authorised such transaction;

2.2.2 any fees due to you shall be paid by us less: (i) any chargebacks and chargeback costs (where card issuers, schemes or financial institutions refuse to settle a transaction or demand payment in respect of a disputed transaction and the administrative costs incurred as a result of this); and (ii) any fees or costs or expenses in connection with assessments which card schemes or other financial institutions require us or you to pay; and

2.2.3 we have the right to suspend the processing of any transaction where we reasonably believe that the transaction may be fraudulent or

involves any criminal activity or where we reasonably believe you to be in breach of these Terms.

2.3.1 the passenger denies authorising or we have reasonable grounds to suspect that the passenger did not authorise the relevant transaction; or

2.3.2 pending investigation where a transaction is considered to be fraudulent or otherwise suspicious or where a transaction requires validation with a card issuer.

2.4 You acknowledge that payment providers may ask that we or they conduct an audit of your activities to ensure compliance with these Terms and use of Taxi 24/7 or SmartPay and you agree to co-operate fully with any such audit. You further agree that you will co-operate in relation to any financial crime screening that is required and to assist us in complying with any laws and card or financial institution rules or policies.

## 3. TERMINATION

3.1 We may terminate these Terms and close any account you have with us by giving you 7 days' notice in writing by email to your registered email address. We may also terminate these Terms and close your account without notice if you breach any of your obligations under these Terms, if you cease to be a licensed taxi driver, if bankruptcy proceedings are brought against you or if you do not pay a court judgment on time.

3.2 We reserve the right to suspend, restrict or terminate your access to Taxi 24/7 at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.

3.3 You may cancel these Terms at any time by simply closing your account by following the instructions on the app or website.

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

4.1 We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents. You have certain rights under the law. These include that we will provide Taxi 24/7 to a reasonable standard and within a reasonable time. Nothing in these Terms is intended to affect these statutory rights. For more information about your statutory rights you can contact your local Citizens Advice Bureau or Trading Standards Office.

4.2 If we breach these Terms, We shall only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of £1,000. "Foreseeable" means that the losses could have been reasonably contemplated by you and us at the time of entering into these Terms.

4.3 We are not responsible for: (i) losses not caused by our breach; (ii) the actions or inactions of any passengers (other than in the circumstances set out in clause 2.2); (iii) the actions or inactions of other drivers; (iv) indirect losses which means loss to you which is a side effect of the main loss or damage and where you and us could not have reasonably anticipated that type of loss arising at the time of entering into these Terms; or (v) failure to provide Taxi 24/7 or to meet any of our obligations under these Terms where such failure is due to events beyond our control (for example a network failure).

### 5. GENERAL

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

These Terms are personal to you. You may not transfer your rights or obligations under these Terms to anyone else.

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

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

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

5.5 We are constantly looking for ways to improve and expand Taxi 24/7. We may amend these Terms from time to time in order to reflect changes to Taxi 24/7 in which case we will give you reasonable notice by email of any changes to these Terms. You can terminate at any time as set out above.

5.6 We will do our best to resolve any disputes over these Terms. If you wish to take court proceedings against us you must do so within the United Kingdom. If you live in England or Wales the laws of England and Wales shall apply and if you live in Scotland, Scottish law shall apply.

5.7 These Terms and Conditions were last updated on 19th January 2015.