

Taxi 24/7 EULA

Effective: 10th January 2015

EULA stands for **End User Licensing Agreement**. This is the agreement through which the software is licensed to the software user.

BY CLICKING "I AGREE", OR OTHERWISE TAKING ANY STEP TO INSTALL OR USE Taxi 24/7 (known as the Software Product), YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. YOU ALSO ACCEPT THIS EULA IF YOU KEEP Taxi 24/7 OR ANY OF ITS DATA. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO NOT PROCEED WITH THIS REGISTRATION (SOFTWARE) AND DELETE Taxi 24/7 AND ANY RELATED CONTENT.

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Taxi 24/7 is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and agreements. The app, Taxi 24/7, is licensed not sold. The licensor reserves the right to cancel or suspend this agreement if they believe the user is in breach of the EULA.

1. GRANT OF LICENSE.

Taxi 24/7 is licensed as follows:

(a) Installation and Use.

iView International PTY LTD grants you the right to install and use copies of Taxi 24/7 on your Apple Device running a validly licensed copy of the operating system for which Taxi 24/7 was designed [e.g. All legal operating software of Apple Inc.,].

(b) Backup Copies.

You may also make copies of your personal information, activities or own data.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of Taxi 24/7. You shall also abide by the terms and conditions and in no way reverse engineer or analyse the software code.

(b) Distribution.

You may not distribute registered copies of Taxi 24/7 to third parties. Evaluation versions available for download from Apple's website, iTunes, App Store, Taxi 24/7 or its Partners websites may be freely distributed (under product subscription).

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble Taxi 24/7, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(d) Rental.

You may not rent, lease, or lend Taxi 24/7 unless if the authenticated user allows to do so and unless prior written approval from Taxi 24/7's Privacy Team.

(e) Support Services.

iView International PTY LTD may provide you with support services related to the SOFTWARE PRODUCT (Taxi 24/7). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. Taxi 24/7 should not be held liable if the product outcome isn't satisfactory to the user. However, it may consider an exception if a decision is made by iView International's Executive Team.

(f) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of Taxi 24/7 including all patents and copyright notices.

3. TERMINATION

Without prejudice to any other rights, iView International PTY LTD may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of Taxi 24/7 in your possession.

4. COPYRIGHT & PROPRIETARY RIGHTS.

All title, including but not limited to copyrights, in and to Taxi 24/7 and any copies thereof are owned by iView International or its suppliers (TeamSpeak USA, Inc., Apple Inc., PayPal Inc. and iZettle AB). All title and intellectual

property rights in and to the content which may be accessed through use of Taxi 24/7 is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by iView International PTY LTD through a formal request.

5. NO WARRANTIES

iView International PTY LTD expressly disclaims any warranty for Taxi 24/7. Taxi 24/7 is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. iView International PTY LTD does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within Taxi 24/7. iView International makes no warranties respecting any harm that may be caused by the transmission of a computer virus, bug, worm, time bomb, logic bomb, or other such computer program. iView International PTY LTD further expressly disclaims any warranty or representation to Authorised Users or to any third party.

6. LIMITATION OF LIABILITY OR REVERSE ENGINEERING

In no event shall iView International PTY LTD be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorised Users' use of or inability to use Taxi 24/7, even if iView International PTY LTD has been advised of the possibility of such damages. In no event will iView International PTY LTD be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. iView International PTY LTD shall have no liability with respect to the content of Taxi 24/7 or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

7. SECURITY

SMS Validation

Taxi 24/7 will take strict measures to track user data and information only for security and verification purposes. Taxi 24/7 users' information will be saved and transmitted LIVE to a central database. SMS validation through third-party technology providers will be used in order to verify a legitimate account; we may carry out security checks by verifying this information with Service Providers, Independent or Government Agencies. In addition, we may use your data for evaluation and internal management records under our Eagle Eye technology platform.

8A. COLLECTION OF INFORMATION (Personal & in-app activities)

iView International PTY LTD will store Taxi 24/7 users' information on an accessible database. We will monitor all activities in order to meet our standards of practice and achieve exceptional quality.

B. Monthly Subscription

Taxi 24/7 is completely free of charge for all users including in-built VoIP (voice over internet protocol) and other features. However, this does not cover quality of network (wifi or 3G). Neither does it include data usage and international currency price adjustments when transacting through the SMARTPay feature.

Users transacting through Taxi 24/7 will be subject to a convenience fee which will be based on the individual market. However, all features for driver are absolutely free and there will be no cost for call, job or any such monetary Monthly Subscription features unless advised prior to introduction or an additional service is being provided.

9. CONSENT TO USE OF DATA

iView International PTY LTD may choose to release personal information, passing through servers or its database, in a case of any international legal power wishing for the disclosure of such information. iView International PTY LTD reserves the right to comply with international law or jurisdiction depending on the serious or extent of the situation. iView International PTY LTD will carry out a Situation Analysis based on its Standards of Practice. Information may also be disclosed to relevant partners in respect to the agreed Terms and Conditions.

10. THIRD PARTY SOFTWARE

APPLE INC. , PAYPAL INC., TeamSpeak USA, Inc, iZettle AB and other minor software providers are all under their own terms and conditions. Please visit their websites to find out more.

11. LEGAL OWNERSHIP

iView International will try its best to comply with State and Federal law, however, reserves the right to do a company assessment over the situation and abide and follow by its practices. iView International PTY LTD solely owns Taxi 24/7 under Master Licensing Agreements and compliance with its Third Party Services.

12. QUALITY OF SOFTWARE

Quality of a voice call depends on network signal and data available therefore Taxi 24/7 will not be responsible for the quality of a call. However, it is advised that earphones may be used to ensure a high quality voice call or announcement.

THE RIDER PROVISION

1. PAYMENT

You understand that use of the Services may result in payments by you for the services you receive from a Third Party Provider ("*Charges*"). After you have received services obtained through your use of the Service, Taxi 24/7 will facilitate payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent, using the preferred payment method designated in at the time of the transaction, and you may request a receipt. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Taxi 24/7. You retain the right to request lower Charges from a Third Party Provider for services received by you from such Third Party Provider at the time you receive such services. Taxi 24/7 will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service.

All Charges are due immediately and payment will be facilitated by Taxi 24/7 using the preferred payment method at the time of the transaction. If your primary payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Taxi 24/7 may, as the Third Party Provider's limited payment collection agent, may require a secondary payment method.

Taxi 24/7 reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in Taxi 24/7's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially at times applicable by law for Services. Taxi 24/7 will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Taxi 24/7 may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third Party Provider at your own discretion.

This payment structure is intended to fully compensate the Third Party Provider for the services provided. Except with respect to taxicab transportation services requested through in Australia, Taxi 24/7 does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Taxi 24/7 (on Taxi 24/7's website, in the Application, or in Taxi 24/7's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services provided is not intended to suggest that Taxi 24/7 provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.

2. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TAXI 24/7 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TAXI 24/7 MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY

TAXI 24/7 SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF TAXI 24/7 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TAXI 24/7 SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF TAXI 24/7 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TAXI 24/7 SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TAXI 24/7'S REASONABLE CONTROL.

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

INDEMNITY

You agree to indemnify and hold Taxi 24/7 and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Taxi 24/7's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

3. DISPUTE RESOLUTION

ARBITRATION

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Taxi 24/7, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Taxi 24/7 are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Taxi 24/7 otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

GENERAL

You may not assign these Terms without Taxi 24/7's prior written approval. Taxi 24/7 may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Taxi 24/7's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Taxi 24/7 or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Taxi 24/7 in writing.

(Please check website: www.taxi-247.com to find an updated EULA and Terms & Conditions Statement. If there are any Legal or Privacy concerns please email to privacy@taxi-247.com)

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