Privacy Policy for Passengers

Drupp Harmony Limited (Company Registration Number RC 1716763) located at 13B Onikanga Street, G.RA, Ilorin, Kwara State, is the controller of personal data of passengers and has appointed a Data Protection Officer (<u>privacy@mydrupp.com</u>).

The term "us" or "we" refers to the owner of the Drupp App, Drupp, a private limited company, founded in the Federal Republic of Nigeria.

1. Personal data we process

- Name, phone number, e-mail address.
- Geolocation of the passenger, the time and the destination of a journey.
- Payment information.
- Information about disputes.
- Identification data of the device on which the Drupp App has been installed.

2. Purpose of the process

- We collect and process personal data for the purpose of connecting passengers with drivers to help them move around cities more efficiently.
- We display geolocation data and the phone number of passengers to drivers to enable
 efficient pick-up. Geolocation data is collected only when the Drupp App is activated.
 The collection of geolocation data stops after closing the Drupp App. In some countries
 drivers cannot see passengers' phone numbers; the driver sees an altogether different
 number which temporarily diverts to the passenger's phone number enabling the driver
 and passenger to communicate.
- We may use geolocation data to resolve quality issues related to transportation services.
- We use contact details to notify passengers of updates to the Drupp App.
- We collect data of the routes taken by drivers and passengers to analyse the geographic coverage in order to provide recommendations to the drivers about most efficient routes.
- Your name, phone number and e-mail will be used to communicate with you.
- We obtain payment details to process passengers' payment on behalf of drivers for transportation services.
- Customer support data is collected on a case-by-case basis and stored for the purpose of resolving disputes and service quality issues.

3. Legal Basis

- Personal data is processed in order to provide the service contracted with passengers. We collect and process the personal data submitted by the passengers in the course of installation and use of the Drupp App. The prerequisite for the use of Drupp services is passengers agreeing to the processing of identification and geolocation data.
- Personal data may be also processed on legitimate interest grounds, for example in investigating and detecting fraudulent payments.

4. Recipients

- The personal data of passenger is only disclosed to driver who has activated Drupp App; in such case, driver will see the name, phone number (in some countries the number is masked) and geolocation data of the passenger.
- After providing the transportation service, the name and the telephone number (in some countries the number is masked) of the passenger will remain visible to the driver for 24 hours. This is necessary for drivers to resolve any issues associated with service provision, e.g., to contact the passenger if something was left behind in the vehicle.
- Feedback given by passengers regarding the quality of the service is anonymous and drivers do not receive names and telephone numbers of the passenger who provided rating and feedback.
- Depending on the location of the passenger, the personal data may be disclosed to the Drupp Harmony and partners (local subsidiaries, representatives, affiliates, agents etc). Processing of personal data by Drupp Harmony will occur under the same conditions as established in this privacy notice.

5. Security and access

- Any personal data collected in the course of providing the services is transferred to and stored in the data centres of Zone Media Ltd. and/or Amazon Web Services, Inc., which are located in the territories of a Member States of the European Union. Only authorised employees of Drupp and partners have access to the personal data and they may access the data only for the purpose of resolving issues associated with the use of the services (including disputes regarding transportation services).
- Drupp Harmony and partners can access personal data to the extent necessary to provide customer support in the respective country, see more http://mydrupp.com/cities/
- Geolocation data is processed in anonymised form and personalized only if the geographical location data is needed to be linked to a passenger for resolving disputes or fraud.
- For research and scientific purposes, the data is used in unidentified form (anonymized)

6. Access and correction

• You can access and update your personal data via the Drupp App.

7. Retention

- Your personal data will be stored as long as you have an active passenger account. If your account is closed, personal data will be deleted (according to the policies set out in this section) from the databases, unless such data is required to be retained for accounting, dispute resolution or fraud prevention purposes.
- Financial data regarding transportation services provided to passengers will be stored for 3 years after the last journey.
- Data required for accounting purposes will be stored for 7 years [after the last journey].
- In the event that there are suspicions of a criminal offence, fraud or false information having been provided, the data will be stored for 10 years.
- In case of payment disputes, data will be retained until the claim is satisfied or the expiry date of such claims.
- Journey history data will be stored for 3 years, after which the data will be anonymized.
- Please note that the deinstallation of Drupp App in your device does not cause the deletion of your personal data.
- If the Drupp App has not been used for 3 years, we will notify you and ask you to confirm whether account is still active. If no reply is received, the account will be closed and personal data will be deleted unless such data is required to be stored for accounting, dispute resolution or fraud prevention purposes.

8. Deletion

- You should also bear in mind that any request to delete your personal data is possible
 only if we delete your account. As a result of that you will not be able to use Drupp App
 via an account which has been deleted.
- We respond to any request for to delete personal data submitted by e-mail within a month and will specify the period of data deletion.

9. Portability

• We will respond to any request for transfer of personal data submitted by e-mail within a month and specify when the data transfer will take place. After we have verified the customer in question, we will provide you with you personal data, which includes: contact information, last 3 years' journey history and payment information.

10. Direct marketing

- We will only use your e-mail address and/ or phone number to send direct marketing messages if you have given us permission to do so via the Drupp.eu website or via the Drupp App. We may personalize direct marketing messages using the information how you use Drupp services (frequency of use, journeys, payments).
- If you no longer wish to receive direct marketing messages, please click the "Unsubscribe" link in the footer of our e-mail or in profile section of the Drupp App.

11. Dispute resolution

• Disputes relating to the processing of personal data are resolved through customer support (info@mydrupp.com) or by contacting Drupp's Data Protection Officer (privacy@mydrupp.com)

Terms and Conditions for Passengers (DRUPP APP)

These General Terms and Conditions set out the terms and conditions Applying to and governing the usage of the Drupp App - technology which connects passengers with drivers to help them move around cities more efficiently.

The term "us" or "we" refers to the owner of the Drupp App, Drupp Harmony, a private limited company, founded in the Federal Republic of Nigeria (Company Registration Number RC 17176763), whose place of business is at 13B Onikanga Street, GRA, Ilorin, Kwara State, but

also to Drupp group companies and partners (local subsidiaries, representatives, affiliates, agents etc). The list of Drupp group companies and partners is available at (mydrupp.com/cities/

In order to use Drupp App you must agree to the terms and conditions that are set out below:

1. Using the Drupp App

- 1.1 Drupp provides an information society service through Drupp App that enables mediation of the requests for transport services between the passengers and drivers and Drupp does not provide transport services. Transport services are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide transport services on an independent basis (either in person or via a company) as economic and professional service providers. Drupp is not responsible in any way for the fulfilment of the contract entered into between the passenger (you) and the driver. Disputes arising from consumer rights, legal obligations or from law Applicable to the provision of transport services will be resolved between the passengers and drivers. Data regarding the drivers and their transport service is available in the Drupp App and receipts for journeys are sent to the email address listed in passenger's profile.
- 1.2 . The passenger (you) enters into a contract with the driver for the provision of transport services via the Drupp App. Depending on the payment options supported for given location of the journey, you can choose whether to pay the driver for the transport service in cash or use Drupp in-App Payment. Payments for Drupp Business rides are handled by a separate agreement for Business journeys. Charges will be inclusive of Applicable taxes where required by law. Charges may include other Applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the driver directly or via the use of Drupp in-App Payment. We may limit the maximum value of a Tip at our sole discretion.
- 1.3 During the installation of Drupp App, passenger's mobile number is linked to the respective Drupp user account and added to our database. If you are no longer using your mobile number, you must notify Drupp within 7 days so we can anonymize your account data. If you do not

notify us about any change to your number, your mobile operator may issue the same mobile number to a new person who when using the Drupp App then may have access to your data.

2. Promotional Codes

- 2.1 Drupp may send you promotional codes on a per promotion basis. Promotional code credit can be Applied towards payment on completion of a ride or other features or benefits related to the service and/or a Third Party's service and are subject any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-App once you have Applied the promo code to your account.
- 2.2 If your trip amount exceeds the redeemable credit allocated to your ride, the balance will be automatically deducted from your accounts payment method. Similarly, a promotional code credit only Applies on a per ride basis and cannot carry over to a next ride/ trip and therefore will be forfeited. Only one promotional code may be Applied per trip.
- 2.3 Drupp reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if Drupp deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

3. Drupp in-App Payment

3.1 Depending on the payment options supported for the given location of the journey, You can pay for the transport services with a card, mobile carrier billing or other payment methods (e.g.: Drupp Business) as and when available through Drupp App. By providing Drupp in-App Payment service, Drupp acts as commercial agent for the providers of the transport services. Every driver has authorised Drupp as their commercial agent for the mediation of conclusion of contracts between the driver and the passenger, including the power to accept payments from the passengers and to forward the payments to the driver. Your obligation to the provider of the

transport service will be fulfilled when the payment order is given to transfer funds to Drupps' bank account. You, as a passenger are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

- 3.2 You may choose to pay a Tip to the driver using the Drupp In-App Payment service. The Tip can be paid via the In-App Payment by means authorised by Drupp for that purpose. Drupp will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the driver in full amount, excluding any taxes, if Applicable. Drupp reserves the right to withhold the Tip, if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with Drupp's Terms and Conditions
- 3.3 When making payments by Drupp in-App Payment, Drupp receives your payments and forwards money to the driver. Drupp may ask additional data from you to verify payment method.
- 3.4 When making payments by Drupp in-App Payment for transport services, Drupp is not responsible for possible third-party payment costs (e.g mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the Drupp in-App Payment. Drupp is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the Applicable third-party payment service provider; please review these terms and conditions before using your payment method.
- 3.5 Drupp will be responsible for the functioning of Drupp in-App Payment and provide support in resolving problems. The resolution of disputes related to Drupp in-App Payment also takes place through us. For payment support service please contact: info@mydrupp.com. Inquiries submitted by e-mail or Drupp App will receive a response within one business day. Drupp will resolve Drupp in-App Payment related complaints and Applications within two business days.
- 3.6. Upfront Fare. You may be offered to use a ride option that allows you to agree to a fixed Fare for a given instance of Transportation service provided by the Driver (i.e Upfront Fare). Upfront Fare is communicated to you via the Drupp App before the ride is requested. Upfront Fare shall not be Applied if you change the destination during the ride, the ride takes materially

longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls Apply).

4. Ordering and cancelling transport services

- 4.1 If you order a transport service and the driver has agreed to undertake the work then the transport service is considered to be ordered.
- 4.2 Once a driver confirms that he/she will complete your journey, you will enter into a separate agreement with the driver for the provision of the journey on such terms and conditions as you agree with the driver. Drupp does not provide journeys and is not a party to your agreement with the relevant driver.
- 4.3 Cancelling the use of an ordered transport service is considered to be the situation where the driver has replied to your request and you subsequently reject, cancel or refuse the transport service. When a transport service request is cancelled after certain time period you are required to pay a cancellation fee.
- 4.4 If you cancel a transport service request on multiple successive instances within 24-hour we may temporarily block your account for warning. After multiple such warnings, we may suspend your account for longer period (e.g 6 months). After that period you could ask to reactivate your account and your Application will be reviewed by Drupp.
- 4.5 When driver notifies the passenger about the arrival of the vehicle to its destination and passenger or people for whom the transport was ordered do not arrive at the vehicle within certain time period as specified in the Drupp App, the request will be deemed cancelled. Sometimes driver may decide to cancel your request, please note that Drupp is not responsible for such situations.

- 4.6 Once the driver arrives and sends you a notification that he/she has arrived the Drupp App may begin charging fare on a waiting time basis according to the rates specified in the Drupp App.
- 4.7 If you have requested transport services using the Drupp App and cause damage to the driver's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the driver will have the right to require you to pay a penalty of \$\frac{\text{N}}{2}0,000\$ and require compensation for any damages exceeding the penalty. If you do not pay the penalty and/or compensate the damage, Drupp may pursue the claims on behalf of the provider of the transport service.

5. License to use Drupp App

5.1 As long as you comply with these General Terms and Conditions, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Drupp App in accordance with these General Terms and Conditions, the Privacy Notice and the Applicable App-store terms. You may not transfer or sub-license this right to use the Drupp App. In the event that your right to use Drupp App is cancelled, the corresponding non-exclusive license will also be cancelled.

6. Liability

6.1 As the Drupp App is an information society service (a means of communication) between passengers and drivers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. As the usage of Drupp App for requesting transport services depends on the behaviour of the drivers, Drupp does not guarantee that you will always have offers available for the provision of the transport services.

- 6.2 The Drupp App does not offer or broker transport services for passengers. It is also not an transport agency service for finding passengers for transport providers. The Drupp App is used as the means for organising the provision of transport services.
- 6.3 The consumer's right of refund is not Applied to Drupp App orders. Requesting a refund from the transport service does not withdraw you from the agreement in the course of which the provision of the transport service was ordered.
- 6.4 The Drupp App is provided on an "as is" and "as available" basis. Drupp does not represent, warrant or guarantee that access to Drupp App will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the App may be restricted due to occasional technical errors and we are not able to guarantee that the App will function at all times, for example a public emergency may result in a service interruption.
- 6.5 Drupp, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using Drupp App or relying on, the journey contracted for through the Drupp App, including but not limited to: 6.5.1. any direct or indirect property damage or monetary loss; 6.5.2. loss of profit; 6.5.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business; 6.5.4. loss or inaccuracy of 6.5.5. data: and any other type of loss or damage. 6.6 The financial liability of Drupp in connection with breach of the contract will be limited to 500 euros. You will have the right to claim for damages only if Drupp has deliberately violated the contract. Drupp will not be liable for the actions or inactions of the driver and will not be for liable damages that the driver the causes to passengers. 6.7 You agree to fully indemnify and hold Drupp, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the Drupp App (including the journeys you obtain through your of the Drupp App). 6.8 Drupp may immediately end your use of the Drupp App if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of Drupp or the safety of drivers.

7. Good practice using the Drupp App

quality of the transport services will be resolved in accordance with the rules and regulations of the transport service provider or the relevant public authority. 7.2 We ask to fill out a feedback form in the Drupp App. This enables us to offer suggestions to the drivers for improving the quality of their service.

7.3 We expect that you use Drupp App in good faith and be respectful of the drivers who offer their services through Drupp App. Drupp retains the right to close your account if you have violated the terms set out in this General Terms and Conditions or if your activities are malicious, i.e. withholding payment for the provision of the transport service, fraud, being disrespectful towards the drivers, etc. In these cases, your Drupp App account may be revoked without

7.1 As Drupp is not a provider or broker of the transport services, any issues with defects or

7.4 Drupp will make every effort to ensure that only drivers, who have integrity and are respectful of their profession and passengers, use the Drupp App. However, we are in no position to guarantee that every provider of transport services, located by the Drupp App, satisfies the aforementioned criteria at all times. If you experience objectionable transport service, please notify the company responsible for the service, a supervisory authority or our customer support.

8. Amendments to the General Terms and Conditions

8.1 If any substantial amendments are made to the General Terms and Conditions, then you will be notified by e-mail or Drupp App notifications. If you continue using Drupp App, you will be deemed to accept the amendments.

9. Final Provisions

The General Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the Federal Republic of Nigeria. If the respective dispute resulting from General Terms or Agreement could not be settled by the negotiations, then the dispute will be finally solved in a court of the Federal Republic of Nigeria. If any provision of the General Terms is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that Approximates the intent and economic effect of the affected provision.

Drupp Terms and Conditions for Passengers

Drupp is a web-based App for ordering transportation; it communicates transportation service requests to the transportation service providers who have been registered as users of the Drupp system. The private limited company Drupp Harmony (Registration Number RC 1716763), founded in the Federal Republic of Nigeria, is the holder of rights and service provider of the Drupp App and the operation of the App in Nigeria is carried out through its affiliate, Drupp Harmony Nigeria Limited.

1. Using the Drupp App

- 1.1 The use of the Drupp App requires installation of the software and registration of a user account. During the installation of the Drupp App, the mobile number of the Drupp service user is linked to the respective user account and added to the database.
- 1.2 When using the Drupp App, the user can choose whether he/she wishes to pay in cash or via in-App payment for the transportation service to the driver. Once a payment option has been selected, the user cannot change this.

1.3 Any complaints can be sent to our support team via email complaint@mydrupp.com the Drupp App by using the support button, or by calling our support line +2348055557676(available on weekdays 09.00-17.00 W.A.T).

2. Drupp in-App payment conditions (available only in certain locations, please follow instructions on your local Application)

- 2.1 In-App payments can be made by a user of the Drupp App who has included his/her card on the App.
- 2.2 When making in-App payments, the receiver of the payment is Drupp Harmony, who forwards the received payment to the transportation service provider.
- 2.3 When making in-App payments, a service fee is added per each order of transportation service. The named service fee includes payment commission fees, incl. Visa / MasterCard service fees. The amount of the service fee is displayed in the mobile App. In the event that the in-App payment intermediary enacts a fee for the usage of the payment service, which has to be paid by the customers separately, then the named fees are not included in the Drupp credit card and in-App payment fee.
- 2.4 The intermediation of card payments in the Drupp App is carried out through Paystack and/or PAYU pursuant to the following Terms & Conditions. http://paystack.com/terms and http://www.payu.com.ng/legal.
- 2.5 Drupp shall be responsible for the functioning of card payments and offers card owners support in solving problems. The resolution of in-App payment related disputes also takes place through Drupp in cases where the issue is directly related to the in-App payment process. The contact for Drupp in-App payment support service is:payment@mydrupp.com Inquiries submitted by e-mail shall receive a response within 5 working days. Drupp shall resolve all in-App payment related complaints and Applications upon complete clarity on the issue within four business days.
- 2.6 When offering in-App payments, Drupp acts as the economic agent of transportation service providers by intermediating payments made in the Drupp App. The obligation of the customer in

front of the transportation service provider shall be considered fulfilled as of the moment when the payment order is made for the payment of funds into the Drupp bank account. Drupp shall not be responsible for the exercise of the customer's payment order.

3. Ordering or cancelling a transportation service

- 3.1 If the Drupp App user orders a vehicle and the driver has confirmed the receipt of service then the transportation is considered pre-ordered.
- 3.2 Cancelling the use of an ordered transportation is considered to be the situation where the driver has been notified about the receipt of an order and the Drupp App user waives the use of the transportation service after a notice has been received.
- 3.3 Cancelling the use of an ordered transportation is also considered to be the situation where the user of the Drupp App or people whom the transportation was ordered for do not Appear in the vehicle within 8 minutes as of the time when the driver notified them about the arrival of the vehicle in its destination.
- 3.4 In case of cancelling the transportation service the Drupp App user is required to pay 800 Naira as a penalty fee. In the event that the Drupp user notifies about the cancelling of transportation service within 5 minutes as of receiving of the notification concerning the receipt of the order through Drupp, the user does not have to pay the penalty fee.
- 3.5 We have the right to revoke the right to use the App if the user has waived the use of transportation service on 3 successive instances in one 24 hour period. In that case the App notifies the user about the number of cancellations and after waiving the 3rd time, Drupp cancels the usage right. Drupp usage right can be cancelled for up to six months. After that the user can reactivate his/her user account by contacting the local team via email. Access to App can also be revoked on the basis of harassment, providing false information/allegations and engaging in any criminal activities.

4. Use of the Drupp App

- 4.1 Drupp is a mobile App that enables persons requiring a transportation service to find a suitable provider closest to them.
- 4.2 The use of the Drupp App is based on a non-exclusive licence issued by Drupp Harmony. The licence agreement is valid for a non-limited period and is free of charge for the customer. In case of any faults in the software, we shall endeavour to correct them as soon as possible, but please keep in mind that the functionality of the App may be restricted due to occasional technical errors and we are not able to guarantee unlimited faultless functioning of the App at all times. We shall also accept no liability for any losses incurred as a consequence of the Drupp App not functioning or not being usable in the desired manner. In the event that the customer's right to use the App is cancelled, the corresponding non-exclusive licence shall also be repealed.
- 4.3 As the Drupp App is primarily a link between customers and transportation service providers, Drupp cannot influence or take any responsibility for the quality or defects of the service. Driverpartners are not employees and for this reason, we are unable to guarantee consistently accurate and faultless provision of transportation services located via Drupp. For resolving complaints please contact our support team (referred to in clause 1.3).
- 4.4 The Drupp App does not constitute an offer or brokerage of transportation for customers. The Drupp App is not a means for organizing the provision of transportation services. It is also not an agency service for finding customers for transportation providers.
- 4.5 The consumer's right of refund (withdrawal) is not Applied to Drupp App orders.
- 4.6 A rider must be 18 and above to register and ride. If a rider in under the age of 18, he or she must be accompanied by someone who is 18 years or older. Unaccompanied minors are not to be in rides and Drupp bears no liability for unaccompanied minors.
- 4.7 The Drupp App is set up to help people move from point A to B and is not a means for the delivery of parcels. Moving parcels is not under the purview of this platform and Drupp shall not be held liable for missing or undelivered parcels. A rider must also be accountable for their items during a ride.

4.8 Drupp would help to recover lost and forgotten items only in the event that these items are found by the driver-partner and taken to the Drupp office. Furthermore, these recovered items that have been taken to the Drupp office have a 14-day time span to be retrieved after which Drupp will not be held liable for them.

5. By registering an account with Drupp, a customer shall accept the following conditions

- 5.1 Drupp shall have the right to add the personal data of the App user to the Drupp database and to forward the personal data to transportation service providers in accordance with Drupp's Privacy Policy (mydrupp.com/privacy).
- 5.2 Drupp shall have a right to make unilateral amendments to the Terms and Conditions and Privacy Policy and to relinquish the database to third parties. We may notify users of changes to Terms and Conditions and Privacy Policy.
- 5.3 Drupp shall be entitled to transfer the database of personal data to third parties without prior notification of the App users. In case of a transfer of the business or the database, the rights and conditions arising from this licence agreement shall be transferred as well.
- 5.4 Drupp shall be entitled to forward personal data and bank data to credit card and mobile payment intermediaries.
- 5.5 Drupp has the right to send marketing messages and authentication codes through SMS messages.
- 5.6 Drupp only encourages the use of 2 modes of payments i.e Cash payment and the in-App payment (Card) Drupp bears no liability on damages that may occur outside the outlined acceptable payment methods.

6. Good practice of using the Drupp App

6.1 As Drupp is not a provider or broker of the transportation service, we are unable to influence the quality of the transportation service. Any issues with defects or quality of the transportation

service shall be resolved in accordance with the rules and regulations of the transportation service provider or the relevant supervisory authority.

- 6.2 Drupp is committed to contributing to improvement of the quality of transportation services. For this reason, we continuously collate ratings and ask to fill out a feedback form in the Drupp App. This enables us to offer suggestions to the transportation service providers for improving the quality of their service.
- 6.3 We expect that the users of the Drupp App use the App in good faith and are respectful of the drivers who offer their services through Drupp.
- 6.4 Drupp shall make every effort to ensure that only drivers, who have integrity and are respectful of their profession and customers, use the Drupp App. However, we are in no position to guarantee that every provider of transportation services, located via the Drupp App, satisfies the aforementioned criteria at all times. If you experience objectionable transportation service, please notify the company responsible for the service, a supervisory authority or our support team (referred to in clause 1.3).
- 6.5 In the event that we receive a complaint, which has an element of the commission of a crime by a transport service provider, the Customer shall make a formal complaint to the Nigerian Police Force, an report is tendered, and the transport service provider shall cooperate with the Nigeria Police Force in ensuring that the allegations contained in the complaint are diligently investigated.
- 6.6 In the event that a user makes an allegation against a Driver-partner especially in events where details of partners are shared online, Driver-partners reserve the right to seek legal redress and may pursue legal recourse against damages to their character.

7. Free rides referral campaign

7.1 Drupp shall reward riders with a NGN2,000 discount code for every new unique rider they invite to use the App. Discount codes are Applicable when card or cash payment option is selected.

- 7.2 The discount code will be valid if the new rider uses cash payment or card payment (excluding business account payments) for the first ride.
- 7.3 Drupp has the right to void any discount codes and block rider accounts if it suspects any fraudulent activities and charge the rider for the damages caused.

Passenger Terms of Use

These terms of use govern the use by passengers ("You, Your", "Passenger") of certain Drupp software and transport services ("Passenger Terms").

1. WELCOME TO DRUPP

- 1.1 These Passenger Terms Apply between You and:
 - (a) **Drupp Harmony Limited** trading as "Drupp" (a company registered in the Nigeria, with company number RC1716763) ("**Drupp"**) in relation to the provision of the Service (as defined in clause 2.1 below); and
 - (b) Drupp Harmony Limited a corporation organised and existing under the laws of the Federal Republic of Nigeria, having its registered office in 13B Onikanga Street, Ilorin, Kwara State ("Drupp Operations") in relation to the payment services relating to the Service (as defined in clause 2.1 below), from such time as You register and set up an account with Drupp.
 - 1.2 It is important that You read and understand the Passenger Terms before using the Service (as defined in 2.1 below). By using and accessing the Service, You agree to these Passenger Terms. If You do not agree to these Passenger Terms, please do not use the Service.

2. DRUPP SERVICE

- 2.1 Drupp operates a free platform (the "Service") that allows You to request, book and pay for passenger transportation services ("Journeys") using the Drupp Application (the "App") available for download on Your mobile device and for licensed private hire vehicle drivers ("Drivers") to provide the Journey to You.
- 2.2 When You submit a booking request for a Journey through the App, Drupp will process Your request and may accept Your booking (depending on Your location and payment history) for the purpose of finding and allocating You a Driver who is willing and able to fulfil Your Journey request.
- 2.3 Once an individual Driver confirms that they will accept Your Journey request, You will enter into a separate agreement with the Driver for the provision of the Journey on such terms and conditions as You agree with the Driver. Drupp does not provide Journeys and is not a party to Your agreement with the relevant Driver.
- 2.4 Drupp will provide the following as part of the Service in connection with the Journey;
 - (a) Accepting and processing bookings as they are made by You;
 - (b) Identifying a Driver to complete Your Journey;
 - (c) Keeping records of bookings;
 - (d) Monitoring trips booked through the App remotely to ensure the safety of Drivers and Passengers, and the effective functioning of the App;
 - (e) Processing and managing complaints, questions, requests regarding lost and found items, and feedback through our customer support team. We encourage any and all feedback about Journeys to be provided through the App, in accordance with Applicable law and in line with the expectations of Transport for London.
 - 2.5 You may cancel Your booking request for a Journey any time before You begin Your Journey by informing the Driver through the App. However, if You:

- (a) cancel Your booking request more than 4 minutes after Your Journey was successfully allocated by Drupp to a Driver; or
- (b) are late to meet Your Driver at the pick-up location and time You selected on the App when booking the Journey, Drupp Operations may collect a cancellation or late show-up fee from You of up to £10 on behalf of the Driver.
 - 2.6 Drupp may, from time to time, provide social features on the Service, such as the ability to contact, rate and review the Driver. Any use of such social features should comply with our Rules of Acceptable Use below.

3. Accessing the Service

3.1 To access the Service, You must:

- (a) download the App on Your mobile device (the App is free from either the Google App Store or the Apple App Store);
- (b) accept these Passenger Terms and any relevant App store terms;

App, this new person may be able to access Your data on the App.

- (c) be at least 18 years old;
- (d) treat Your Driver with respect, courtesy and decency as You would expect to be treated as a Passenger; and
- (e) register and set up a Drupp account with a user ID and password (Your "Account").
 - 3.2 You may connect to the Service using a third-party service (e.g. LinkedIn, Facebook or Twitter). You acknowledge that Drupp may access and use Your information from that service (including Your personal, data) as permitted by that service and as set out in Drupp's Privacy Policy: http://mydrupp.com/privacy......
 3.3 During the installation of the App, the Passenger's mobile number is linked to the respective Drupp Account and added to our database. If You are no longer using Your mobile number, You must notify Drupp within 7 days so we can anonymise Your Account data. If You do not notify us about any change to Your number, Your mobile operator may issue the same mobile number to another of their users and when using the

- 3.4 You must provide Drupp Operations with valid and up-to-date credit or debit card details in order to use Your Account to utilise the Service. You authorise Drupp Operations to collect from such credit or debit card the Fares incurred via Your Account and hereby confirm that the details You provide are accurate and that You have the right to use the credit or debit card provided.
- 3.5 You are responsible for maintaining the confidentiality of Your login details and any activities that occur under Your Account. If You have any concerns that Your Account may have been misused, You should contact Drupp at london@Drupp.eu straight away to let Drupp know.
- 3.6 Your privacy is important to Drupp and Drupp Operations. You should read the Drupp's Privacy Policy (Link to riders' Privacy Policy) to understand how Drupp and Drupp Operations collect, use and share information about You. By using the App and the Service, You acknowledge that Your personal data will be processed in accordance with Drupp's Privacy Policy. Please note that Drupp is committed to proactively and reactively cooperating and assisting law enforcement officials in relation to incidence which occur on a Journey or between a Passenger and Driver. At our discretion and in accordance with Applicable data protection laws and regulation, we may provide information regarding You, Your Account, and Your trip history to law enforcement officers and agents further information about such disclosures can be found in Drupp's Privacy Policy.

4. Your Right to Use the Service

- 4.1 As long as You comply with these Passenger Terms, Drupp agrees to grant You a royalty free, revocable, non-exclusive right to access and use the Service in accordance with these Passenger Terms, Drupp's Privacy Policy (Link to riders Privacy Policy) and the Applicable App-store terms (incorporated into these Passenger Terms by reference). You may not transfer or sub-license this right to use the Service.
- 4.2 Unless allowed by these Passenger Terms and as permitted by the functionality of the Service, You agree:

- (a) not to copy the App or any portion of the Service;
- (b) not to give or sell or otherwise make available our App or any portion of the Service to anybody else;
- (c) not to change the App or any portion of the Service in any way; and
- (d) not to look for or access the code of the App or any portion of the Service that Drupp has not expressly published publicly for general use.
 - 4.3 You agree that You have no rights in or to the App or any portion of the Service other than the right to use them in accordance with these Passenger Terms.
 - 4.4 All intellectual property rights in the Service, its content and any related documentation existing anywhere in the world belong to Drupp or its licensors (and are protected by copyright and/or trade secret laws and other international treaty provisions) and may not be copied, distributed, uploaded, republished, decompiled, disassembled or transmitted in any way without Drupp's prior written consent. You will not have any rights of ownership in the Service, its content or any related documents other than the right to use it in accordance with these Passenger Terms.

5. Taking a Journey

- 5.1 By requesting to book a Journey which is accepted by Drupp, You agree to enter into a further agreement with Your Driver to take (or to authorise another person to take) and pay for the Journey You have requested.
- 5.2 You acknowledge that while undertaking the Journey:
 - (a) Your Driver may take any reasonable route to Your requested destination and Drupp does not set any route restrictions;
 - (b) You may amend Your route in consultation with Your Driver;
 - (c) an extraordinary situation (such as mechanical breakdown or civil emergencies) may result in Your Driver being unable to complete Your Journey;
 - (d) You will not consume or carry drugs or alcohol in the vehicle;
 - (e) You will not carry or use weapons in the vehicle; and

- (f) You will not use, incite or encourage violence, racism or discrimination in any form.
 - 5.3 You agree that while You are a Passenger of any Journey You will treat Your Driver with respect, courtesy and decency as You would expect to be treated as a Passenger. Any failure to abide by these Passenger Terms may affect Your ratings, entitle Drupp to suspend or terminate Your access to the Service or may be escalated to Drupp or the relevant authorities.
 - 5.4 You agree that if You or Your co-passengers damage the vehicle including its furnishing (including by staining the vehicle or causing the vehicle to smell) we may, on behalf of the Driver, require you to pay a cleaning fee of £60 or, if greater, the costs of cleaning or repairing the vehicle (the "Repair or Cleaning Charge"). If You do not pay the Repair or Cleaning Charge when notified, You authorise us to deduct that amount from Your credit or debit card.
 - 5.5 Drivers commit to a high standard of service and professionalism towards Passengers. Please let us know at complaints@mydrupp.com or through the App if You have not had a satisfactory Journey.

6. Fares and Payment Services from Drupp Operations

- 6.1 Drupp Operations processes all payments in relation to the App, including invoicing, collecting payments from You, refunding Passengers (where Appropriate) and remitting payments to Drivers ("Payment Services").
- 6.2 Once a Driver has completed Your Journey, Drupp Operations will collect a fare from You on behalf of the Driver for each completed Journey taken through the Service ("Fare"). The Fare will be determined by the Software, having regard to the actual journey time, any peak pricing, cancellation fees, and distance travelled.
- 6.3 As part of Your request for a Journey, the App will provide You with an estimate of the fare You will be charged for the provision of the Journey (the "Estimate"). This Estimate is

provided for Your reference only and the actual Fare may vary due to journey time, distance travelled, any changes agreed with Your Driver or any peak pricing.

6.4 Once You have completed a Journey, Drupp Operations will invoice You on behalf of the Driver and charge Your nominated credit or debit card for the amount of the Fare. Drupp Operations will then create a receipt on behalf of Your Driver setting out the route, Fare, time and other relevant information relating to that particular Journey.

6.5 If, due to no fault of Drupp Operations or the Service, Drupp Operations is unsuccessful in collecting a Fare or any other amount from Your credit or debit card, Drupp will inform You and Drupp may suspend or temporarily disable all or part of Your access to the Service (without any responsibility to You), and Drupp shall be under no obligation to provide any or all of the Service while the amount concerned is unpaid. This does not affect any other rights and remedies available to either Drupp or Drupp Operations (as the Payment Services provider).

7. Promotional Codes

- 7.1 Drupp and any entity that is directly or indirectly under the control of Drupp and/or Drupp Operations (an "Affiliate Company"), may send You promotional codes on a per promotion basis. Promotional code credit can be Applied towards payment on completion of a journey or other features or benefits related to the service and/or a third party's service and are subject any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-App once You have Applied the promo code to Your Account.
- 7.2 If Your trip amount exceeds the redeemable credit allocated to Your journey, the balance will be automatically deducted from Your Account. Similarly, a promotional code credit only Applies on a per journey basis and cannot carry over to a next journey / trip and therefore will be forfeited.
- 7.3 Drupp reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if Drupp deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

8. Your content

- 8.1 You confirm that any text, images or any other information that You provide to Drupp whilst using the Service ("User Content") will meet the Rules of Acceptable Use (as defined in clause 10 below).
- 8.2 Drupp does not claim ownership in Your User Content and ownership will remain with You (or the relevant third party owner). You grant Drupp a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, license, sub-license, and exploit the User Content anywhere and in any form for the purposes of providing the Service (including, where Applicable, allowing other users to view Your User Content).
- 8.3 You must ensure that You are able to grant us the above licence for any content owned by a third party that You include in Your User Content.
- 8.4 Our right to use Your User Content does not in any way affect Your privacy rights. Please see clause 9 of these Passenger Terms for further information about how we use Your personal data.
- 8.5 The Services make available third party content, such as User Content. Drupp is not responsible for any such content in any way, but may monitor User Content and reject, refuse or delete any User Content where Drupp considers that it breaches any of the Rules of Acceptable Use.

9. Processing of Personal Data

9.1 For details on how Drupp and Drupp Operations collects, stores, discloses and processes Your personal data, please refer to Drupp's Privacy Policy: (Link to Riders Privacy Policy document). By using the App and the Service, You acknowledge that Your personal data will be processed in accordance with Drupp's Privacy Policy, available at (Link to riders privacy Policy)

10. Rules of Acceptable Use

- 10.1 In addition to the other requirements within these Passenger Terms, this section describes specific rules that Apply to Your use of the Service (the "Rules of Acceptable Use").
- 10.2 When using the Service (including, where relevant, during any Journey) You must not:
 - (a) circumvent, disable or otherwise interfere with any security related features of the Service;
 - (b) permit another person to use the Service on Your behalf unless such person is authorised by You;
 - (c) use the Service if Drupp has suspended or banned You from using it;
 - (d) advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
 - (e) modify, interfere, intercept, disrupt or hack the Service;
 - (f) misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;
 - (g) collect any data from the Service other than in accordance with these Passenger Terms;
 - (h) submit or contribute any User Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
 - (i) submit or contribute any User Content that You do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;
 - (j) use any User Content in violation of any licensing terms specified by the owner;
 - (k) submit or contribute any information or commentary about another person without that person's permission;
 - (l) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person; or
 - (m) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Service in a manner that sends more request messages to the Service than a human can reasonably produce in the same period of time.

- 10.3 Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Passenger Terms, and may result in Drupp and/or Drupp Operations taking all or any of the following actions (with or without notice):
- (a) immediate, temporary or permanent withdrawal of Your right to use the Service;
- (b) immediate, temporary or permanent removal of any User Content;
- (c) issuing of a warning to You;
- (d) legal action against You including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; or
- (e) disclosure of such information to law enforcement authorities, including information about Your personal data, as Drupp and/or Drupp Operations reasonably feel is necessary or as is required (and in accordance with Drupp's Privacy Policy available at: (Link to riders' privacy Policy).
 - 10.4 The responses described in paragraph 10.3 are not limited, and Drupp and/or Drupp Operations may take any other action Drupp and/or Drupp Operations reasonably deems Appropriate or as is required. For more information, please review Drupp's Privacy Policy available at: (Link to riders Privacy Policy)

11. Ending our relationship

- 11.1 If at any time You feel that You can no longer agree to these Passenger Terms or any changes made to the Passenger Terms or the Service, You must immediately uninstall the App and stop using the Service.
- 11.2 If You would like to delete Your Account, please email Drupp at compliants@mydrupp.com or let us know using the communication feature in the Service. Please note that in order for us to access Your data and delete Your Account, it may be required for You to first verify Your identity.

- 11.3 Drupp may immediately end Your use of the Service if You breach these Passenger Terms or Drupp considers it necessary to protect the integrity of Drupp or the safety of Drupp staff or its affiliated Drivers.
- 11.4 Drupp may withdraw the Service as long as Drupp gives You a reasonable notice that it plans to do this.
- 11.5 If the relationship is terminated or Drupp withdraws the Service as described in this section, Drupp may delete Your User Content or any other information it holds about You. You will also lose any rights You have to use the Service or to access any content provided by us under the Service, any content provided by Drivers or Your User Content. Drupp will not offer You compensation for any resulting losses.
- 11.6 The termination of Your use of the Service and the cancellation of Your Account shall not affect any of Your obligations to pay any sums due to Drupp Operations.

12. Liability

- 12.1 Nothing set out in these Passenger Terms limits or excludes Drupp's or Drupp Operations' liability to You in relation to:
 - (a) death or personal injury arising as a result of Drupp or Drupp Operations' negligence;
 - (b) fraud on the part of Drupp or Drupp Operations;
 - (c) any rights You have under consumer law which cannot be excluded or limited under Applicable law;
 - (d) any other liability that cannot be excluded or limited under Applicable law.
 - 12.2 All Drivers undergo verification, training and checks before they are able to be affiliated with Drupp and provide Journeys to You through the App. However, You acknowledge that riding in vehicles is inherently dangerous and Drupp (and/or any of its affiliates) has no liability or responsibility to You in relation to any Journey provided by Drivers.

- 12.3 The Service, its content and functionality, are provided on an "as is" and "as available" basis, and, to the fullest extent permitted by Applicable law, neither Drupp nor Drupp Operations makes any promises, whether express or implied, with respect to the Service, its content or functionality.
- 12.4 Neither Drupp nor Drupp Operations and its affiliate companies makes any promise that access to the Service will be uninterrupted or error free. Neither Drupp nor Drupp Operations makes any representation, warranty or guarantee regarding the reliability, timeliness, suitability or quality of the Service.
- 12.5 To the maximum extent permitted under Applicable law, neither Drupp nor Drupp Operations will be liable to You in any way, whether for breach of contract, in tort (including negligence) or otherwise, for any damages, loss, costs or other liability, except to the extent that such damages, losses or costs are a foreseeable consequence of Drupp's failing to perform its obligations under the Passenger Terms.

12.6 If Drupp or Drupp Operations has any liability to You whether for breach of contract, in tort (including negligence) or otherwise, in connection with these Passenger Terms, or as a result of You using the Service (including any Journey contracted for through the App), the maximum liability of Drupp or Drupp Operations (as Applicable) will be £250 in aggregate.

13. Resolving disputes

- 13.1 Should You have any dispute, conflict, claim or controversy with Drupp, Drupp Operations or any of its Affiliate Companies relating to the Service or payment processing, including disputing a Fare ("Dispute"), then in the first instance please contact complaints@mydrupp.com and attempt to resolve the dispute with Drupp, Drupp Operations or any of its Affiliate Companies (as Applicable) informally.
- 13.2 In the unlikely event that the parties have not been able to resolve a dispute informally, Drupp will discuss and agree with You the most effective way of resolving the dispute and, as a last resort, any Dispute shall be finally resolved in the courts of Nigeria.

14. Contact, feedback and complaints

- 14.1 If You need to contact Drupp or Drupp Operations in relation to these Passenger Terms or any other document mentioned in them, You can contact Drupp and Drupp Operations at the support centre by emailing complaints@mydrupp.com
- 14.2 Drupp values hearing from its users, and is always interested in learning about ways Drupp can improve the Service. By providing Your feedback You agree that You are giving up any rights You have in Your feedback so that Drupp may use and allow others to use it without any restriction and without any payment to You.

15. Final Provisions

- 15.1 English law will Apply to all disputes and the interpretation of these Passenger Terms. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to Your use of the Service.
- 15.2 If any provision of these Passenger Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that Approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of the Passenger Terms shall not be deemed a waiver of such term.
- 15.3 In order to ensure that Drupp is a market leader, it is constantly updating and improving the Service. This may include updating or deleting certain elements of the Service and this may impact on Your use of the Service or Your User Content. If Drupp make any changes to the Service, Your continued use will be deemed acceptance of the changes. You may stop using the Service at any time.
- 15.4 Drupp may from time to time also amend these Passenger Terms. Drupp will normally notify you in advance before the new Passenger Terms become effective. Your continued use of the Service after the revised terms become effective will be deemed acceptance of the terms.
- 15.5 No provision of these Passenger Terms is enforceable under the Contracts (Rights to Third Parties) Act 1999 by a person who is not a party to these Passenger Terms.

15.6 Date of entry into force of the General Terms and Conditions: 10.06.2019

General Terms for Drivers

These General Terms set forth the main terms and conditions Applying to and governing the usage of the Drupp Services. In order to provide Transportation Services via using the Drupp Platform you must agree to the terms and conditions that are set forth below.

1. DEFINITIONS

- 1.1. Drupp (also referred to as "we", "our" or "us") Drupp Harmony Limited, a private limited company incorporated and registered under the laws of Federal Republic of Nigeria with registration code RC1716763, registered office 13B Onikanga Street, GRA, Ilorin, Kwara State, but also Drupp group companies and partners. Drupp group shall mean (a) companies in which Drupp Harmony exercises control (for example subsidiaries of Drupp Harmony). Drupp partners shall mean local representatives, affiliates, agents etc Appointedby Drupp Harmony . The list of Drupp group companies and partners is available at http://mydrup.com/cities
- 1.2. Drupp Services services that Drupp provides, including provision and maintenance of Drupp App, Drupp Platform, In-App Payment, customer support, communication between the Driver and the Passenger and other similar services. 1.3. Drupp App a smartphone Application for Drivers and Passengers to request and receive Transportation Services 1.4. Drupp Platform technology connecting Passengers with Drivers to help them move around cities more efficiently. 1.5. Passenger a person requesting Transportation Services by using Drupp

Platform. 1.6. Driver (also referred to as "you") – the person providing Transportation Services via the Drupp Platform. Each Driver will get a personal Drupp Driver Account to use Drupp App and Drupp Platform. 1.7. Agreement – this agreement between Driver and Drupp regarding the use of Drupp Services which consists of: 1.7.1. these General Terms; 1.7.2. special terms displayed in Drupp App, e.g regarding price info or service descriptions; 1.7.3. the Drivers guidelines; and 1.7.4. other terms referred to in this Agreement as may be amended from time to time. 1.8. Fare – the fee a Passenger is obliged to pay Driver for provision of the Transportation Services. 1.9. Drupp Fee – the fee that Driver is obliged to pay to Drupp for using the Drupp Platform. 1.10. In-App Payment – cards, carrier billing and other payment methods used by the Passenger via the Drupp App to pay for the Transportation Services. 1.11. Drupp Driver Account – access to a website containing information and documents regarding usage of the Drupp Services in course of provision of Transportation Services, including accounting documentation. Driver may access the Drupp Driver Account at http://partners.mydrupp.com by entering username and password.

1.12. Tip-a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.
1.13 Transportation Services – transport service a Driver is providing to Passenger whose request Driver has accepted through the Drupp App.

2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the Drupp Services, you must sign up by providing the requested information in the signup Application on website and uploading necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successful completion of the signup Application, we will provide you with a personal account accessible via a username and password. By clicking the "Sign up" button located at the end of the signup Application, you represent and warrant that: 2.1.1. pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the Drupp Platform for providing the Transportation Service; 2.1.2. you have carefully studied, fully understand and agree to be bound by these General Terms, including all obligations that arise as provided herein and from Agreement; 2.1.3. all the information you have presented to us is accurate, correct and complete; 2.1.4. you will keep Drupp Driver Account accurate and profile information updated at all times; 2.1.5. you will not authorize other

persons to use your Drupp Driver Account nor transfer or assign it to any other person; 2.1.6. you will not use the Drupp Services for unauthorized or unlawful purposes and impair the proper operation of the Drupp Services; 2.1.7. at all times, you fully comply with all laws and regulations Applicable in the state you are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services; 2.2. You are obliged to provide your bank requisites in course of filling the payment details upon registration. In case you are a legal person, you must insert the bank account of the company. We are transferring In-App Payment fees to the bank account that you have provided. We are not liable for any incorrect money transactions in case you have provided wrong bank requisites. 2.3. After submitting the signup Application, you will receive an e-mail with additional conditions that must be met in order to use Drupp Services. These conditions may include providing criminal records, valid driving license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent email. The failure to comply with the provided requirements and conditions may result in termination of the Agreement and right to use the Drupp Services. 2.4. You agree that in specific cities or countries Drupp Technology OÜ may assign any of our obligations arising from the General Terms or Agreement to Drupp group companies and partners. This includes, among else, assigning the rights and obligations regarding reviewing documents related to signup Applications, trainings, collection of Drupp Fees, forwarding you the fees due, mediating In-App Payment, licensing the Drupp App, etc. Details of the Drupp group companies and partners can http://mydrupp.com/cities. be accessed here 2.6. Registering the account as a legal person (i.e. a company). You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details (as accessible in the Drupp Driver Account). In such case, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Transportation Services. Such natural person may use the account of the Driver only if he/she has read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. THE LEGAL PERSON IN THE PAYMENT FACTUALLY **AND** THE NATURAL PERSON DETAILS **PROVIDING** TRANSPORTATION SERVICES UNDER DRUPP ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS

AND AGREEMENT CONDUCTED BY THE DRIVER. 2.7. Registering Drupp Driver Account as a fleet company. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

3. RIGHT TO USE Drupp APP AND Drupp DRIVER ACCOUNT

3.1. License to use the Drupp App and the Drupp Driver Account. Subject to your compliance with the Agreement, We hereby grant you have a license to use the Drupp App and the Drupp Driver Account. The license does not grant you the right to sublicense or transfer any rights to the third persons. Regardless of the above and if so agreed separately, fleet companies may sublicense the Drupp App and the Drupp Driver Account to the members of its fleet. 3.2. In course of using the Drupp App and/or Drupp Driver Account you may not: 3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Drupp App, the Drupp Driver Account or other software of Drupp; 3.2.2. modify the Drupp App or the Drupp Driver Account in any manner or form or to use modified versions of the Drupp App or Drupp Driver Account; 3.2.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Drupp Platform; 3.2.4. attempt to gain unauthorized access to the Drupp App, Drupp Driver Account or any other Drupp Services. 3.3. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement you must immediately stop using the Drupp App and the Drupp Driver Account and we are entitled to block and delete Driver account without a prior notice. 3.4. Using tags and labels of Drupp. Additionally, we may give you tags, labels, stickers or other signs that refer to Drupp brand or otherwise indicate you are using the Drupp Platform. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating you are providing Transportation Services via the Drupp Platform. After termination of the Agreement you must immediately remove and discard any signs that

refer to Drupp brand. 3.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Drupp and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Drupp Platform or any other Drupp Services you do not acquire any rights of ownership to any intellectual property.

4. PROVIDING THE TRANSPORTATION SERVICES

4.1. The Driver's Obligations. You hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws and regulations Applicable in the state where you are providing Transportation Services. Please note that you are fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services. 4.2. You must have all licenses (including a valid driver's license), permits, car insurance, liability insurance (if Applicable), registrations, certifications and other documentation that are required in the Applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all aforementioned documentation. Drupp reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, Approvals, authority, registrations and certifications. 4.3. You must provide the Transportation Services in a professional manner in accordance with the business ethics Applicable to providing such services and endeavour to perform the Passenger's request in the best interest of the Passenger. Among else, you (i) must take the route least costly for the Passenger, unless the Passenger explicitly requests otherwise; (ii) may not make any unauthorised stops; (iii) may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and (iv) must adhere to any Applicable traffic acts and regulations, i.e must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving. 4.4. You retain the sole right to determine when you are providing the Transportation Services. You shall accept, decline or ignore Transportation Services requests made by Passengers at your own choosing. 4.5. Costs you incur while providing the Transportation Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at your own expense, including a car, smartphone, etc. You are also responsible for paying all costs you incur in the course of

performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Drupp App may bring about consummation of large amount of data on your mobile data plan. Thus, we suggest you to subscribe for a data plan with unlimited or very high data usage capacity. 4.6. Fares. You are entitled to charge a fare for each instance you have accepted a Passenger on the Drupp Platform and completed the Transportation Service as requested (i.e. Fare). The Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific travel. The default base fare may fluctuate based on the local market situation. In markets with In-App payment, you may negotiate the Fare by sending us a pertinent request that has been either signed digitally or by hand. Additionally, you shall always have the right to charge the Passenger less than the Fare indicated by the Drupp App. However, charging the Passenger less than the Drupp App indicates, does not decrease the Drupp Fee. 4.7. Upfront Fare. A Passenger may be offered to use a ride option that allows the Passenger to agree to a fixed Fare for a given instance of Transportation Service provided by you (i.e Upfront Fare). Upfront Fare is communicated via the Drupp App to a Passenger before the ride is requested, and to you when the ride is accepted or at the end of the ride. The Fare calculated in accordance with section 4.6 shall be Applied instead of Upfront Fare if the Passenger changes the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls Apply). 4.8. In markets with In-App payment, if you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, you must submit a petition in the section "Fare Review" of the Drupp App. If a petition in the section "Fare Review" of the Drupp App has not been submitted, then Drupp shall not recalculate the Fare or reimburse you for an error made in the calculation of the Fare. This option is not Applicable in markets with only cash payment. 4.9. Drupp may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Drupp App after the Transportation Services have been completed) or in case a technical error affecting the final fare is identified. Drupp may also reduce or cancel the fare in case we have reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by you. Drupp will only exercise its right to reduce or cancel the fare in a reasonable and justified manner. 4.10. Passenger may have the option to pay the fare for the Transportation

Services either directly to you or via the In-App Payment, in markets where this option is available, as described in section 6 of these **General Terms**. In case the Passenger pays the Fare directly, it is your obligation to collect the Fare. In case the Passenger fails or refuses to pay, Drupp will send a notice of debt to the Passenger on behalf of you. Such authorisation derives from the mandate of paying agent given to Drupp and does not entail that Drupp has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If Passenger justifiably refuses to pay the Fare on the account that your information stated in the Drupp App is incorrect, then Drupp will not reimburse you for such expenses. 4.11 Tips. In some markets Passenger may be given the option to tip you after a successful provision of Transportation Services. The Passenger can Tip you only by means authorised by Drupp for Tipping. The Tip will not affect the amount of Drupp Fees and Drupp will not collect a commission on the Tip paid by the Passenger. You are obliged to fully comply with any tax obligations arising from the Tipping. We may limit the maximum value of a Tip at our sole discretion. 4.12. Receipts. After each successful provision of Transportation Services, Drupp shall create and forward a receipt to the Passenger consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if Applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and the Fare and Tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the Drupp Driver Account. 4.13. Cancellation fee & wait time fee. Passenger may cancel a request for Transportation Services that a Driver has accepted via the Drupp App. In some markets, Driver may be entitled to the Fare for cancelled Transportation Services (Cancellation Fee) in the event that a Passenger cancels accepted request for Transportation Services after certain time period determined by Drupp App. 4.14. If, in the course of the provision of the Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you shall have the right to request the Passenger to pay a penalty up to \(\frac{\text{N}}{2}0,000\) and request compensation for any damages exceeding the penalty. If the Passenger does not consent to paying the penalty and/or compensating the damage, you must notify us and we will then try to collect penalty and/or relevant costs on the your behalf from the Passenger. However,

bear in mind that we are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by Passenger. 4.15. Your tax obligations. You hereby acknowledges that you are obliged to fully comply with all tax obligations that arise to you from the Applicable laws in relation to providing the Transportation Services, including (i) paying income tax, social security tax or any other tax Applicable; and (ii) fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to Applicable State authorities as required by the Applicable law. In case the Tax authority will submit a valid Application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts. Additionally, it is your obligation to adhere to all Applicable tax regulations that may Apply in connection with the provision of Transportation Services. You hereby agree to compensate Drupp all state fees, claims, payments, fines or other tax obligations that Drupp will incur in connection with the obligations arising from Applicable tax regulations not having been met by you (including paying the income tax and social tax). 4.16. The Driver's authorisation to issue invoices. Drupp has a right to issue an invoice on your behalf to the Passenger in order to compensate you any Fares, contractual penalties or other fees that Drupp mediates to you. In markets where Drupp issues invoices, the invoice will be made available to you via the Drupp Driver Account.

5. DRUPP FEES

5.1. In order to use the Drupp Services, you are obliged to pay to a fee (i.e. the Drupp Fee). The Drupp Fee is paid based on the Fare of each Transportation Service order that you have completed. The amount of the Drupp Fee is made available to you via e-mail, Drupp App, Drupp Driver Account or other pertinent means. Please acknowledge that the Drupp Fee may change from time to time. We shall send you a prior notification of each such change. 5.2. You must pay the Drupp Fee and any other fees due to us for the previous month at latest by the 15th date of the following month. Upon delay with payment of the Drupp Fee, you shall be obliged to pay a penalty of late payment in the amount of 0,04% (zero point zero four percent) of the unpaid

amount per day. You are obliged to cover all costs incurred by us, which are related to debt collection activities.

6. IN-APP PAYMENTS

6.1. We may enable Passengers to pay for the Transportation Service via cards, carrier billing and other payment methods (Drupp Business etc) directly in the Drupp App (i.e. In-App Payment). You hereby authorise us as your commercial agent to receive the Fares or other fees paid by the Passenger via In-App Payment and to forward relevant funds to you. Any payment obligation made by the Passenger via the In-App Payment shall be considered fulfilled as of the time that the payment has been made. 6.2. You may not refuse payment by the Passenger via the In-App Payment, or influence the Passenger against the use of the In-App Payment. In case you refuse to accept an In-App Payment without just cause, we shall be entitled to charge you a contractual penalty in the amount of N5000 for every refusal and/or block your right to use the Drupp Services in case of repetitive behaviour. 6.3. Drupp reserves the right to distribute promo code to riders at our discretion on a per promotional basis. You are required to accept the use of promo code only when the rider Applies the code in-App to a trip using card payment. Promo codes may not be Applied to cash paid trips. If the use of promo codes is suspected as being fraudulent, illegal, used by a Driver in conflict with our Terms and Conditions relating to promo code use, then the promo code may be canceled and the outstanding amount will not be reimbursed by Drupp to the Driver. 6.4 If the option is available and the Passenger chooses to Tip you directly in the Drupp App, the Tip will be collected by Drupp on your behalf together with the Fares and other fees paid by the Passenger via the In-App Payment. If the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Driver in conflict with our Terms and Conditions and, then the Tip can be withheld by Drupp. 6.4. You are entitled to review In-App Payment reports in the Drupp Driver Account or App. The reports will show the amounts of the In-App Payments brokered in the previous week as well as the withheld amounts of the Drupp Fee. You must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-App Payment. 6.5. We are not obliged to pay you the Fare due from the Passenger if the In-App Payment failed because Passenger's credit card or other

payment is cancelled or is unsuccessful for other reasons. In such case we will help you in requesting the Fare due from the Passenger and shall transmit it to you once the Passenger has made the requested payment. 6.6. Before providing Transportation Services, you must verify that the service is being actually provided to the right Passenger or the Passenger has expressly confirmed he/she allows other passengers to ride under Passenger's account. If you make a mistake in identifying the Passenger, and the In-App Payment is charged to a person, who has not been provided or has not Approved the Transportation Services for other passengers, then we shall reimburse the person for the Fare. In such case you are not entitled to receive the Fare from us. Additionally, for every wrongfully Applied In-App Payment, we shall be entitled to charge you a contractual penalty up to 10 Euros. 6.7. Please note that we will set off any Fares or Tip paid via In-App Payment against the amounts that you are obliged to pay to us (i.e. Drupp Fees and contractual penalties). We reserve the right to fulfil any of your financial liabilities to any Drupp group companies, in which case we will acquire the right to submit a claim against you. We may set off any of your financial liabilities against financial liabilities that you may have against us. 6.8. If we are not able to pay the Fees or Tip to you due to you not including your bank account details in your Driver's account or if the bank account details have been noted incorrectly, then we will hold such payments for 180 days. If you do not notify us of the correct bank account details within 180 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare or Tip not transferred to you shall expire.

7. CUSTOMER SUPPORT

We provide the Drivers customer support regarding the use of the Drupp Services. We have the right to stop providing the customer support services in case you are in delay with any of the payments for more than 5 (five) calendar days.

8. RATINGS AND ACTIVITY

8.1. In order to guarantee high-quality service and provide additional reassurance to Passengers, you hereby acknowledge that the Passengers may provide you a rating and leave feedback

regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your Driver's account and will be available to Passengers at Drupp App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating. 8.2. In addition to the rating, we measure your level of activity and provide you with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Transportation Service requests. 8.3. In order to provide reliable services to Passengers, we may determine a minimum average rating and a minimum activity score that Drivers must establish and maintain. If, after a pertinent notification from us, you do not increase your average rating or activity score to minimum level within the prescribed time period, your Driver's account will be automatically suspended either temporarily or permanently. We may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

9. MARKET OVERVIEWS AND CAMPAIGNS

9.1. Market overviews. We may send you, via the Drupp App, Drupp Driver Account, SMS, email or other means, market overviews, in order to increase your awareness regarding when the demand by the Passengers is highest. Such market overviews are merely recommendatory and do not constitute any obligations for you. As the market overview estimations are based on previous statistics, we cannot give any guarantees that the actual market situation will correspond to the estimations provided in the market overview. 9.2. Campaigns promising minimum income. We may also provide campaigns, whereby we will guarantee a minimum income if you provide Transportation Services within a specified timeframe. If the specified minimum is not reached by you, we shall compensate the gap. The specific requirements and conditions will be sent via the Drupp App, Drupp Driver Account, SMS, e-mail or other means. We have full discretion in deciding if, when and to which Drivers we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by you, we may withhold your Fare until the suspicion of fraud has been cleared. 9.3. Campaigns for Passengers. We may also occasionally arrange various campaigns to Passengers in order to promote the Drupp Platform. If the Fare paid by the Passengers is reduced as part of such campaign, we shall pay you compensation, amounting to

the monetary value of the benefit offered to the Passengers. We may set off the marketing compensation against the Drupp Fee.

10. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS

10.1. You hereby acknowledge and agree that we provide an information society service and do not provide Transportation Services. By providing the Drupp Platform and Drupp Services, we act as marketplace connecting Passengers with Drivers to help them move around cities more efficiently. You acknowledge that you are providing the Transportation Services on the basis of a contract for carriage of passengers and that you provide the Transportation Services either independently or via a company as an economic and professional activity. Drupp, as the operator of Drupp App acts as the commercial agent of the Drivers for the mediation of conclusion of contracts between the Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards the payments to the Driver. 10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You may not act as an employee, agent or representative of us nor bind any contract on behalf of us. If due to the implication of mandatory laws or otherwise, you shall be deemed an employee of us, you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship. 10.3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA

11.1. Your personal data will be processed in accordance with the Privacy Notice, available at (Link to drivers privacy document) 11.2. Drupp has access to all personal data and other data provided or generated in connection with your use of the Drupp Services. Drupp shall take all reasonable steps to ensure confidentiality of such data and comply with all Applicable Privacy Policies and laws whenever such data contains personal data. Except where otherwise provided by Applicable Privacy Policies and laws, Drupp maintains access to such data also after the Agreement between you and Drupp is terminated.

11.3. You have access to personal and other data provided by you or generated in connection with your use of the Drupp Services to the extent that is made available to you under your Drupp Driver Account through Drupp App. You shall take all reasonable steps to ensure confidentiality of such data and comply with Applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Passengers.

12. LIABILITY

12.1. The Drupp Platform is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to Drupp Platform will be uninterrupted or error free. As the usage of Drupp Platform for requesting transportation services depends on the behavior of Passengers, we do not guarantee that your usage of the Drupp Platform will result in any Transportation Service requests. 12.2. To the maximum extent permitted under the Applicable law, we, nor Drupp's representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Drupp Services, including but not limited to: 12.2.1. any direct or indirect property damage or monetary loss; 12.2.2. loss of profit or anticipated savings; 12.2.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business; 12.2.4. loss or inaccuracy of data; and 12.2.5. any other type of loss or damage. 12.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to 500 euros. You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement. 12.4. We shall not be liable for the actions or non-actions of the Passenger or co-passengers and shall not be liable for any loss or damage that may incur to you or your vehicle as a result of actions or non-actions of the Passenger or co-passengers. 12.5. You shall be fully liable for breach of the General Terms, Agreement or any other Applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may occur in connection with your breach of the General Terms, Agreement and laws and regulations. If Passenger presents any claims against us in connection with your provision of Transportation Services, then you shall compensate such damage to us in full within 7 (seven) days as of your receipt of the respective request from us. In

case we are entitled to present any claims against you, then you shall compensate us any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

13. TERM, SUSPENSION AND TERMINATION

13.1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup Application. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue providing Transportation Services on Drupp Platform. 13.2. You may terminate the Agreement at any time by notifying Drupp at least 7 (seven) days in advance, after which your right to use the Drupp Platform and Drupp Services shall terminate. Drupp may terminate the Agreement at any time and for any reason at the sole discretion of us by notifying you at least 3 (three) days in advance. 13.3. Drupp is entitled to immediately terminate the Agreement and block your access to the Drupp Platform without giving any advance notice in case you breach the General Terms or Agreement, any Applicable laws or regulations, disparage Drupp, or cause harm to Drupp's brand, reputation or business as determined by Drupp in our sole discretion. In the aforementioned cases we may, at own our discretion, prohibit you from registering a new Driver account. 13.4. We may also immediately suspend (block) your access to the Drupp Platform and to the Drupp Driver Drupp Driver Account for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions. 13.5. We are aiming to provide the highest quality service to all Passengers therefore we are monitoring the activity of Drivers on Drupp Platform. If you fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to immediately terminate the Agreement without giving any advance notice. 13.6. Additional requirements and safeguards provided in our Regulation shall Apply where the termination of the Agreement or blocking of the access to the Drupp Platform affects the rights of the Driver or fleet company using the Drupp Services for the provision of Transportation Services. 13.7. The Driver and fleet company referred to in section 13.6 (Business User Operating with Drupp) has the right to challenge the termination of the

Agreement, blocking, and other alleged non-compliance of Drupp with the Regulation, in accordance with the Internal Complaint-Handling System Rules for Business Users of Drupp.

14. AMENDMENTS

14.1. Drupp reserves the right to amend these General Terms anytime by uploading the revised version on its website (http://mydrupp.com/legal/ and notifying you (e.g. via e-mail, Drupp App or Drupp Driver Account) whenever, in the reasonable opinion of Drupp, such amendments are material. 14.2. Drupp shall provide at least 15 days advance notice (e.g. via e-mail, Drupp App or Drupp Driver Account) about the amendments that affect the rights of Business Users Operating in the Member State, unless: 14.2.1. Drupp is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period; 14.2.2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Drupp Services, Passengers or Drivers from fraud, malware, spam or data breaches; 14.2.3. you have elected to waive the advance notice period (e.g. you continue to use Drupp Services after receipt of the notice of amendment); or 14.2.4. in the reasonable opinion of Drupp, amendments are beneficial for the Drivers and do not require technical adjustments from them. 14.3. If you do not agree to the amendments of the General Terms or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the Drupp Services and providing termination notice to Drupp. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Drupp Services on or after the effective date of the amendment constitutes your consent to be bound by the General Terms or Agreement, as amended.

15. APPLICABLE LAW AND COURT JURISDICTION

15.1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of Federal Republic of Nigeria. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved in a Nigerian Court.

16. NOTICES

16.1. You are obliged to immediately notify us of any changes to your contact information. 16.2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if: 16.2.1. delivered personally, 16.2.2. sent by courier with proof of delivery, 16.2.3. sent by registered mail, 16.2.4. sent by e-mail or 16.2.5. made available via the Drupp App or Drupp Driver Account. 16.3 Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received: 16.3.1. if delivered personally, at the time of delivery to the party; 16.3.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; 16.3.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; 16.3.4. if made available via the Drupp App or Drupp Driver Account, or 16.3.5. if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

17. FINAL PROVISIONS

If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that Approximates the intent and economic effect of the affected provision. Date of entry into force of the General Terms: 12.07.2020

Terms and Conditions for Drupp Business

These Terms and Conditions Apply to the use of Drupp Business.

Effective from:

1. Definitions

1.1. **Drupp** – Drupp Harmony Limited, a private limited company incorporated and registered under the laws of Nigeria with registration code RC1716763, registered office 13B Onikanga Street, GRA, Ilorin, Kwara; 1.2. **Drupp** App – a smartphone Application used to access Drupp services; 1.3. Drupp Business – Drupp's service for business customers for management of and payment for the rides taken by Passengers authorized by the business customer; 1.4. Business **Portal** – gateway to use Drupp Business accessible via Drupp webpage at http1.5. **Business Account** – Customer's account that enables the use of Drupp Business, e.g allows Customer to register Passengers to Business Account and to pay for the usage of Drupp Business; 1.6. Ride Booker - a special purpose Drupp Business platform which enables Customer to request transportation services for a Ride Booker Passenger; 1.7. Customer - the person identified as Customer on the sign-up page of the Business Portal and who is using Business Account; 1.8. **Passenger** – a person using Drupp App for requesting transportation services; 1.9. **Ride Booker Passenger** - a person requesting transportation services without using Drupp App. Any reference in the Agreement to Passenger includes Ride Booker Passenger unless specifically stated otherwise. 1.10. User – a Passenger who is registered by Customer under Business Account and is thereby authorised to use Drupp Business in the limits set by Customer and Approved by Drupp. 1.11. Administrator – an individual Appointedby the Customer to administer the Business Account, i.e register and remove Users, view and edit User information, administer User groups and their rights; 1.12. **Driver** – a provider of transportation services whose services can be requested through Drupp App or Ride Booker; 1.13. Agreement – this Agreement between Customer and Drupp which consists of: 1.13.1. these Terms and Conditions; 1.13.2. special terms displayed in Business Portal and/or Drupp App, e.g regarding price info or payment methods, user manuals, service descriptions; and 1.13.3. other terms referred to in this Agreement, including Drupp Terms and Conditions for Passengers (available at link to riders' privacy Policy) as may be amended from time to time, Applicable promo code terms and instructions or rules for use of e-scooters or other vehicles; 1.14. Fare – the fee User is obliged to pay to Driver for the transportation service. 1.15. Service Fee - the fee for Customer's use of Drupp Business amounting up to 10% per Fare. 1.16. Payment Agent - Drupp Operations, agent responsible for the technical support services for the provision of payment services to facilitate payments and/or invoicing on behalf of Drupp Technology OÜ.

2. Set-up and administration of Business Account

Set-up of Business Account

2.1. Prior to using Drupp Business Customer must sign up for Business Account by providing the requested information in Business Portal. Customer warrants that the individual clicking to accept these Terms & Conditions is authorised to bind Customer to this Agreement. 2.2. Business Account allows Customer to register Passengers as Users, and thereby authorise Users to make use of Drupp Business in the limits set by Customer and Drupp. 2.3. Customer acknowledges and agrees that only Passengers meeting the following criteria are eligible to use Drupp Business as Users: 2.3.1. Passenger has active personal Drupp account (not Applicable for a Ride Booker Passenger); 2.3.2. Passenger has confirmed the mobile number provided during the registration process; and 2.3.3. personal Drupp account of the Passenger has not been blocked, suspended or terminated due to violation of Drupp Terms and Conditions for Passengers. 2.4. In order to register a Passenger as User, Customer shall upload the required Passenger information to Business Portal. 2.5. Passengers invited to use Drupp Business shall be linked automatically with Business Account for Customer payments, and be provided the option to settle Fares either through Passenger's personal account or Customer's Business Account on a ride by ride basis. 2.6. Upon successful registration Drupp provides Customer with unique master-username and master-password to access its Business Account via Business Portal. 2.7. Customer shall Appoint one or more Administrator(s) who access Business Account and Business Portal with personal administrator-username(s) and administrator-password(s).

Personal data processing 2.8. Drupp and Customer remain separate data controllers regarding any personal data processed under this Agreement. Drupp and Customer shall thereby: 2.8.1. adhere to all the Applicable data protection laws, including Application of proper technical and organizational data protection measures. Drupp processes personal data as described in Drupp's Privacy Policy for Passengers (accessible at link to riders' privacy policy) considering the relevant laws of Estonia; 2.8.2. inform each other immediately about any data processing incidents or breaches are relevant in performing this Agreement; 2.8.3. reasonably assist each other in responding to the requests of data subjects and authorized public authorities. 2.9. Customer agrees to have a relevant legal basis to process personal data, and if so required by the Applicable data protection laws, acquire consent from each Passenger to: 2.9.1. inform each respective Passenger that it has requested Drupp to contact such Passenger in connection with registration of the Passenger as a User, and that such registration may be followed by direct electronic marketing messages associated with the Business Account, including promo codes and bonuses (direct marketing not Applicable for Ride Booker Passengers); 2.9.2. notify each respective Passenger that linking of Passenger's personal Drupp account with Business Account shall provide Customer with the access to detailed trip information about the rides charged to Business Account; 2.9.3. receive messages and other communication from Drupp in order to provide Drupp Business.

3. Rules of use of Drupp Business

3.1. Customer is responsible for providing Drupp only with accurate and complete information, and for keeping such information updated at all times. 3.2. Customer agrees to inform Drupp immediately of any changes relating to Customer's elected payment method linked to Business Account that may impair Drupp's ability to charge Customer pursuant to this Agreement. 3.3. Customer shall limit access to Business Portal only to authorised Administrators who may not share or transfer their access privileges to any third person. Customer shall be responsible for all activity that occurs under its credentials. 3.4. Subject to Customer's compliance with this Agreement, Drupp grants Customer a royalty free, revocable, non-exclusive, non-transferable, non-assignable license, without right to sublicense, to access and use Business Portal in accordance with and throughout the term of this Agreement. 3.5. Upon becoming aware of the

loss or theft of the mobile device of the User, Customer shall immediately close the phone number of such device in Business Portal. 3.6. Customer uses Drupp Business solely for legitimate business purposes in accordance with this Agreement and shall not use Drupp Business for unauthorized or unlawful purposes nor impair the proper operation of Drupp Business. 3.7. In the event that a User's personal account is suspended or terminated, such User's access to Business Account shall also be suspended. 3.8. Drupp reserves the right to add, remove and update features and functionality of Drupp Business at any time, including to offer discounts to Passengers based on their rides made 3.9. Customer shall not itself, and shall not authorise third persons to: 3.9.1. decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms related to Drupp Business; 3.9.2. misuse Business Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the use of Drupp Business in any way; 3.9.3. circumvent, disable or otherwise interfere with any security related features of Business Portal; 3.9.4. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property; 3.9.5. collect any data from Business Portal other than in accordance with Agreement; 3.9.6. submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive; 3.9.7. submit or contribute any content that Customer/User does not own or has no right to use or otherwise infringe the copyright, trademark or other rights of third parties; 3.9.8. use content in violation of any licensing terms specified by the owner; 3.9.9. submit or contribute any information or commentary about another person to Business Portal without that person's permission; 3.9.10. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety, or harass, upset, embarrass, alarm or annoy any other person; or 3.9.11. use any automated system, including without limitation 'robots', 'bots', 'spiders' or 'offline readers' to access Business Portal in a manner that send more request messages to Business Portal than a human can reasonably produce in the same period of time; 3.9.12. upcharge, increase or otherwise modify or manipulate Fares as calculated through Drupp App; 3.9.13. impose any additional fees or charges on User, except for Ride Booker Passenger, related to the use of Drupp Business. 3.10. Parties keep confidential any business, technical or financial information, including the terms and conditions of this Agreement, received from the other party in connection with this Agreement, unless: 3.10.1. the disclosing party permits in writing the requested disclosure of particular information; 3.10.2. such information is already public; 3.10.3.

receiving party shall use confidential information solely for the purposes permitted under Agreement; 3.10.4. the receiving party receives an administrative or judicial order, or any other request for disclosure of any confidential information, if the receiving party provided disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure. 3.11. Receiving party shall protect the disclosing party's confidential information in the same manner as it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

4. Payments & refunds General

4.1. Customer shall select a method of payment for its Business Account from the list of available payment methods provided in the Business Portal, which may include e.g direct, prepaid and postpaid payments. 4.2. Drupp reserves the right to remove or amend the available payment methods at its sole discretion. 4.3. Customer shall be liable to Drupp for the payment of all Fares, along with Service Fee, incurred by Users under Business Account option, regardless of whether the User had the authorisation of the Customer to incur such cost. 4.4. Customer agrees to pay any fines, fees, penalties, and any other charges and costs incurred by Drupp, that result from User cancelling a ride, User's use of any vehicle, User's parking any vehicle improperly, or as a result of User violating any other law, rule, regulation, or ordinance while using Drupp Business. Customer authorises Drupp to deduct such amounts from Customer's credit card automatically (if providing credit card is required for the respective payment method). 4.5. If Customer disputes any transactions charged to Customer's elected payment method, Customer must contact Drupp within 10 business days from the date of said transaction. 4.6. When making payments, the recipient of the payment is Drupp Harmony. Customer agrees that payments to Drupp Harmony may be facilitated by Payment Agent. Drupp Harmony has AppointedPayment Agent to respond to any complaints and settle any disputes in relation to payments made to Drupp Harmony. Customer agrees to discuss any complaints with the Payment Agent directly. In countries determined by Drupp, the Customer may select a resale invoicing model, whereby the issuer of invoices and recipient of the payments, including additional fees charged in connection with the model, is a company that acts as a reseller (Reseller) of rides taken by Users under Business Account. Drupp Operations, another affiliate

of Drupp, or third party Appointedby Drupp may act as the Reseller. Section 5 and all other limitations of liability of Drupp provided in these Terms and Conditions shall Apply respectively (mutatis mutandis) to the Reseller, unless specifically stipulated otherwise. 4.7. All payments are non-refundable except as may be expressly provided otherwise herein or in Applicable law. Refunds shall be made to Business Account as credit which can be used for payment for future rides. 4.8. An account statement showing rides per country shall be made available to the Customer. Invoices are available for Customer to view and download in Business Portal. Direct payments 4.9. During the term of this Agreement Customer shall provide and maintain one or more valid credit card(s) linked with Business Account to allow Drupp to charge any payments associated with the use of Drupp Business as set forth in this Agreement. 4.10. After User has requested a ride, Drupp automatically charges from Customer's credit card an amount which equals to the Fare due for the User's respective ride along with Service Fee which is charged monthly. 4.11. If automatic charge from the credit card fails, the request for the ride shall be rejected and User will be required to choose an alternative payment method available in Drupp App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection. 4.12. All payments, including Service Fee, shall be processed in the local currency Applicable in the country of the User's given ride. 4.13. Customer's bank may impose additional charges for Customer's use of the credit card which is neither included in Fare or in Service Fee. Prepayments 4.14. After User has requested a ride, Drupp automatically charges from Customer's balance an amount which equals to the Fare due for the User's respective ride along with Service Fee. 4.15. If Customer has spent the prepaid balance, the request for the ride (as well as all future rides) shall be rejected and User is required to choose an alternative payment method available in Drupp App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection. 4.16. All payments, including Service Fee, shall be processed in Naira. Postpayments 4.17. Drupp may, in its sole discretion, offer a credit limit, inclusive of Service Fee, to Customer. 4.18. If Customer has spent the credit limit, the request for the ride (as well as all future rides) shall be rejected and User is required to choose an alternative payment method available in Drupp App. Customer remains liable for the payment obligation also in the event where rejection of the ride failed regardless of the circumstances that normally trigger such rejection. 4.19. Drupp submits a monthly account statement to Customer for Service Fee and for the rides made

by Users under Business Account during the previous calendar month. Drupp shall make the account statement available to Customer by the 14th day of the following calendar month in Business Portal. 4.20. Customer shall make the payment according to the account statement within 15 days from the date of the account statement. If the payment has not been received by the due date all requests for rides of Users shall be rejected. 4.21. In case Customer fails to make payment by due date according to the account statement, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. Customer is liable to compensate to Drupp all reasonable expenses (including those charged by any debt collection agency) together with all administrative, legal and other costs incurred in the collection of any overdue payment. The minimum compensation charge for such costs is N5000. 4.22. The account statement shall be provided in the currency Applicable to Customer's primary address. Drupp shall determine the Applicable exchange rate for converting Fares along with Service Fee for rides taken in geographies with other currencies at its reasonable discretion.

5. Liability

5.1. Drupp does not offer transport services. It is also not a provider of transport agency service for finding Passengers for Drivers. Drupp shall not take any responsibility for the quality or the absence of defects in the provision of transport services by the Drivers. As the provision and availability of transport services depends on Drivers, Drupp cannot and does not guarantee that the availability of Drivers meets the needs of the Users. 5.2. Drupp Business is provided on an "as is" and "as available" basis. Drupp does not guarantee that access to Drupp Business shall be uninterrupted or error free. In case of any faults in the software, Drupp shall endeavour to correct them as soon as possible. 5.3. Drupp is not liable for any loss or damage that Customer or User may incur as a result of using Drupp Business, unless provided otherwise by law. The financial liability of Drupp in connection with the latter shall be limited to 500 euros. Drupp shall not be liable for the actions, errors or omissions of Driver. 5.4. Drupp shall not be liable to Customer or User or any other party for any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer. 5.5. Failure to comply with the rules stipulated in this Agreement constitutes a serious breach, and provides Drupp with the right (with or without notice): 5.5.1. to immediately, temporarily, or permanently terminate Customer's or its User's right to use

Business Account and, where relevant, Drupp App, and 5.5.2. to Apply and seek any other remedies available pursuant to this Agreement and Applicable law. 5.6. Customer is liable for all the activities of Administrators and Users. Customer shall be responsible also for Fares incurred in the course of unauthorised, fraudulent or other unlawful activity connected to the User's use of Drupp Business. Customer shall notify Drupp promptly upon discovery of any such unauthorised, fraudulent or unpermitted activity. 5.7. If a User no longer qualifies for the use of Drupp Business, it is the sole responsibility of the Customer to remove that individual from the list of Users under its Business Account. Customer remains liable for any fees incurred by the Passenger under Business Account before the moment of removal of such Passenger from the list of Users. 5.8. Neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance. 5.9. Non-performance of either party under Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

6. Term and termination

6.1. The Agreement becomes effective from the moment of successful processing of Customer's signup Application and remains in effect until terminated in accordance with the provisions of the Agreement. 6.2. Customer may terminate Agreement at any time and for any reason by notifying Drupp at least 7 days in advance. 6.3. Drupp may terminate Agreement at any time and for any reason by notifying Customer at least 3 days in advance. 6.4. All outstanding payment obligations, as well as obligations arising out of liability and confidentiality provisions of this Agreement shall survive the termination of this Agreement. 6.5. Drupp is entitled to terminate Agreement and block Customer's access to Business Portal without prior notice in cases where Customer breaches this Agreement, any Applicable laws or regulations, or harms Drupp's brand, reputation or business. 6.6. Drupp may also immediately block Customer's access to Business Portal for a period of investigation, if Drupp suspects an infringement of Agreement or fraudulent activity associated with Customer's Business Account.

7. Final provisions

7.1. Any notice under Agreement shall be sufficiently given if delivered and deemed to have been received: 7.1.1. if delivered personally, at the time of delivery to the party; 7.1.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; 7.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; 7.1.4. if made available via Business Portal, or if sent by email, on the day the party receiving the email confirms receiving the respective e-mail or on the 2nd day following the dispatch of the email provided that the sender has not received an error notice (notifying that the email was not delivered to the party). 7.2. Any changes to Agreement shall enter into force after they have been made available to Customer via Business Portal or notified to contact details recorded under its Business Account. Continued use of Drupp Business after changes so notified shall constitute Customer's consent to such changes. 7.3. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Drupp. Customer may assign Agreement without such consent, but with notice to Drupp, in connection with a merger or a sale of all of the equity or assets of Customer. Agreement may be assigned by Drupp in Drupp's sole discretion. 7.4. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between the parties. 7.5. Agreement shall be governed by and construed and enforced in accordance with the laws of Nigeria. If a dispute resulting from Agreement could not be settled by the negotiations, then the dispute shall be finally settled in a Nigeria court..

DRIVER'S REGISTRATION REQUIREMENT

To complete your signup successfully, you will need to provide the necessary documents and meet the requirements below:

Driver requirements

- Hold a valid drivers license
- Attend driver training for service quality and use of the Drupp driver Application
- Additional Documents for Lagos: LASDRI Card, Driver Badge and LASRRA Card.

Vehicle requirements

- Vehicle licence
- Insurance Certificate
- Proof of Ownership
- Certificate of Road-Worthiness
- Vehicle Inspection Report
- Additional Documents for Lagos: State Hackney Permit and a Vehicle Body Tag for all
 routes.

Accepted vehicles

Accepted vehicles for Regula (Lagos only)

- The vehicle is a model between 2002 and 2004
- The vehicle is a 4-door sedan or SUV
- The vehicle is in excellent condition
- The vehicle must accommodate at least 4 passengers.

Accepted vehicles for Luxury (Abuja only)

- The vehicle is no older than 10 years
- The vehicle is a 4-door sedan or SUV
- The vehicle is in excellent condition
- The vehicle must accommodate at least 4 passengers.

Accepted vehicles for XL (Lagos only)

- The vehicle is no older than 15 years
- The vehicle is an SUV or mini-van
- The vehicle is in excellent condition
- The vehicle must accommodate at least 6 passengers.

You can visit the Drupp website portal to view example models of accepted vehicles.

Note:

- 2-door sedans and hatchbacks are not acceptable.
- You can also watch the Drupp sign up walkthrough video to get a full overview of the registration process.

Ride Hailing Insurance Key Information Document

Understanding what an insurance cover actually provides can be complicated so we are providing this document for information purposes and to provide a helpful overview of how our Insurance policy works for both drivers and passengers. However, this summary does not constitute any form of contractual commitments between Drupp Nigeria and any driver or passenger.

Drupp has purchased this insurance cover to protect against certain risks that may arise on a Drupp Trip. This insurance cover is provided to all users of the Drupp Application at no cost to users.

The insurance cover has been purchased by Drupp in the form of an insurance policy (the "Policy") from and underwritten by AIICO Insurance plc ("AIICO Insurance"), as regulated by the National Insurance Commission. Venia Technologies ltd ("AutoGenius") are the policy managers in charge of the everyday operation of the insurance product.

Drupp is providing this Insurance policy to its users at no extra cost and the policy is set up to protect you against certain risk (up to certain limits) by enabling you to submit a claim to AIICO insurance via AutoGenius in the unfortunate event that you suffer loss of personal effects, bodily injury, temporary or permanent disability or death resulting from an incident while on a trip using the Drupp Application in Nigeria during the period where this policy is in effect.

Here is a summary of the covers that are available to you and which are subject to the terms and conditions of the Policy:

Insured event	Insured Amount
Permanent disability	№ 500,000
Temporary disability	₩250,000
Medical expenses (bodily injury)	₩200,000
Loss of personal effects	№ 100,000
Death (accidental)	₩2.000.000

Insured event

Insured Amount

Total Value of Insurance Cover ₹3,150,000

NOTE: The maximum total amount the Insurer will pay in the aggregate for an Insured Person for all injuries and loss arising from any one accident is ₹3,150,000.

Insured amount for death up to \$500,000 is provided by AIICO under the Policy, the exceeding amount up to \$2,000,000 is provided by Drupp. In all cases will AutoGenius handle your claim with the same level of diligence.

Further coverage details:

- In the case where there are multiple passengers, the claim amount is shared between all the passengers unless stated otherwise.
- The cover also provides protection for loss of personal effects:
 - o Coverage for loss of personal effects is NGN 100,000.00 per passenger cApped at an aggregate of NGN 200,000.00 for all Riders on a single trip.
 - Drivers are entitled to NGN 100,000.00 per accident cApped at an annual limit of NGN 200,000.00 for personal effects.
 - Coverage excludes loss of cash.
 - Coverage is provided for screen damage to phones only if there is physical damage to the vehicle involved in the accident.

Who is covered

Driver and/or Rider on the Drupp platform at the time of and physically affected by the accident during the Effective period.

What is the scope of coverage

Coverage begins from the point of acceptance of a ride request and lasts until the completion of the ride using the Drupp App as more particularly described in the definition of "effective time" below covered under "Defined terms".

Where is this coverage Applicable

Coverage is Applicable in all active Drupp cities across Nigeria.

Who is the insurer

The insurer is AIICO Insurance PLC. You can visit their website here: www.aiicoplc.com The insurance contract is managed by Venia Technologies ltd. You can visit their website here: www.myautogenius.com

How do I submit a claim

In the event You might have a claim, You would need to submit a claim via one of the following channels:

- Via telephone to the AutoGenius Claims Team on 0904 140 0876
- Via WhatsApp to the AutoGenius Claims Team on 0812 411 5041
- Via email to AutoGenius at Drupp@myautogenius.com
- Via an online claims form on the AutoGenius website at http://Drupp.myautogenius.com/

In the event of any occurrence likely to give rise to a claim under this Policy written notice shall be reported to AutoGenius as soon as possible and in any event, within 14 days of the date of the Accident.

Evidence required from Claimant:

- 1. All certificates information and evidence required by the Insurer shall be furnished at the expense of the Claimant or his/her legal personal representatives and shall be in such form and of such nature as the Insurer may prescribe.
- 2. The Insured Person shall, when required, submit to medical examination at the Insurer's expense in respect of any alleged Bodily Injury.
- 3. The Insurer shall in the event of the death of the Insured Person be entitled to have a post-mortem examination at its own expense, in the absence of a police report confirming death as a result of an accident.
- 4. The Insurer shall not be liable unless after Bodily Injury the Insured Person shall procure and act on professional medical or surgical advice.

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on your behalf to obtain a payment under this Policy, AIICO & AutoGenius shall be under no obligation to entertain such claim.

Your claim will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material information by or on your behalf.

Exclusions

The Policy excludes cover for Bodily Injury which is the result of or is contributed to by:

- 1. Intoxicating liquor or drugs.
- 2. Suicide or self-inflicted injury.
- 3. War, invasion, civil war, rebellion, etc.
- 4. Radioactivity and nuclear risk.
- 5. Political risk exclusion.
- 6. Terrorism exclusion.
- 7. Pandemic exclusion

Defined Terms

- 1. **Insured person:** Any unnamed Driver and/or Rider/Passenger on the Drupp platform at the time of and physically affected by the accident during the Effective time.
- 2. **Drupp platform / Drupp App:** Drupp mobile Application operated by Drupp Technology OÜ and/or its affiliates which is used to process the sourcing for transportation service.
- 3. **Driver / Driver Partner:** Registered Person who renders transportation service to users on his/her own behalf through the Drupp platform and while active on the Drupp platform.
- 4. **Rider/Passenger:** Person traveling on the Drupp platform during the Effective time.
- 5. **Insured event:** Insured person suffering damage from the loss of personal effects, bodily injury, temporary disability, permanent disability or death arising after an accident has occurred whilst the Insured person was on a trip using Drupp platform during the Effective time, according to the limits and terms and conditions of this policy.
- 6. Accident: Traffic accident, robbery or civil unrest
- 7. **Effective time:** In relation to the Driver or Rider, either: a. **Rider:** the Effective time begins from the time the Driver accepts a requested ride until the Rider exits the vehicle or the trip ends, whichever comes first; b. **Driver:** the Effective time begins from the time the Driver is online on the Drupp platform and ends the moment they go offline or sign out from the platform.
- 8. **Place of Insurance:** Federal Republic of Nigeria
- 9. **Terms and conditions:** AIICO General Terms & Conditions for Drupp ride hailing insurance

This document is subject to change without notice. This is not an insurance policy document and does not constitute any form of contractual commitments between Drupp Nigeria, AIICO, Venia Technologies and any driver or passenger. Terms and Conditions Apply. END OF DOCUMENT