

General Terms and Conditions for Passengers - Spain of FijoTaxi S.L (in the following “FijoTaxi”)

Preamble

These terms and conditions (“GTC”) shall govern the use by passengers (hereinafter the “User” or the “Users”) of the FIJOTAXI software and FIJOTAXI services, including the “Pay by App” service. The User acknowledges these GTC when he first registers or uses the FIJOTAXI software and each time he logs in to use the FIJOTAXI software thereafter.

The contract is currently concluded in the Spanish language only. The English version is a non-binding translation of the Spanish text. The User can view the applicable terms and conditions within the FIJOTAXI software on the User’s end device.

A. General Terms and Conditions for using the FIJOTAXI passenger App

I. FIJOTAXI services

(1) Before availing of FIJOTAXI's services, the User must register with FIJOTAXI by providing true and accurate information during the registration (for example first and last name(s), telephone number and valid e-mail address) and choose a secure password. Only then is the User entitled to make use of FIJOTAXI's software and service on the basis of these GTC and applicable laws.

(2) FIJOTAXI will provide the User with the FIJOTAXI software (hereinafter: "App") and services free of cost for Internet-ready mobile end devices, particularly smartphones, computers or tablet PCs (hereinafter: "End Devices"). Through the App the User can use FIJOTAXI's service, subject to its availability, and hail a taxi via FIJOTAXI who routes the request to potential taxi drivers. To this end, the User's current location is

identified and sent to the taxi driver. After the driver accepts the User's request, the User's identification information (for example the User's first and last name(s) and the User's telephone number) is made available to the taxi driver. For the purpose of performance of the service, the User can also contact the taxi driver that accepted his taxi booking request through FIJOTAXI.

(3) The services provided by the App do not include use of the Internet, which is required to avail of FIJOTAXI's services. The User is responsible for arranging Internet access, for choosing an End Device which meets the technical requirements, for the configuration and performance of the End Device to ensure that the App can be used, and for keeping the necessary software updated at his own cost.

(4) The use of the App for hailing a taxi is for free, not counting usage costs for the mobile End Device (such as connection costs) and for the taxi transportation. The User need not pay a fee to FIJOTAXI for hailing a taxi, except for the cases outlined in Sections VI herein and notwithstanding the fare for taxi transportation owed to the taxi operator. A fare surcharge may have to be paid to the taxi operator / driver if prescribed by local statutory provisions such as taxi fare regulations.

(5) If the User hails a taxi via FIJOTAXI's App, FIJOTAXI forwards the request for a taxi to potential contractual partners of the User, i.e. taxi operators and taxi drivers. The App only provides intermediation and no other service. In particular, use of the App does not give rise to any passenger transportation contract between FIJOTAXI and the User. Any claims arising from passenger trips booked through FIJOTAXI will pertain exclusively to the relationship between the taxi operator/taxi driver and the User. FIJOTAXI explicitly does not assume liability for third parties, particularly for taxi operators or taxi drivers. The billing for the transportation service availed will in principle be solely between the User and the taxi operator in accordance with statutory provisions.

(6) Trips can also be booked and billed as business trips under the contracts concluded between FIJOTAXI and its participating contractual business partners, which can authorize their personnel or other natural persons to have a trip billed as a business trip under the business account.

(7) If the User books a business trip through the App or decides to pay for the trip as a business trip via a business account at the end of a trip, data collected by FIJOTAXI via the App will be sent for trip handling and billing purposes to the contractual partner who authorizes the User for the business trip (billing data). If a trip by taxi is booked as a business trip, billing-related information, especially first and last name(s), e-mail

address, time of day, start/endpoints of a route and fare of the trip will be sent to the FIJOTAXI contractual business partner who authorizes the User for the business trip. The amount of data sent will depend on the data required for the settlement of costs for the business trip with the business account holder.

(8) FIJOTAXI may take recourse to affiliated companies or external cooperation partners in order to process billing data.

II. Availability, change and stoppage of service

(1) The User cannot demand permanent and uninterrupted availability of the App, for example, if there is no Internet connection. Neither will FIJOTAXI vouch that a taxi will be available when the User hails a taxi. FIJOTAXI will, however, make every effort to achieve the highest level of availability possible and eliminate outages as soon as possible.

(2) In addition, FIJOTAXI has the right to stop services temporarily for technical reasons. Nevertheless, FIJOTAXI will inform the Users before stopping the service through the website, the App or through other means, unless there is an urgency in suspending the services that does not allow FIJOTAXI to inform the Users accordingly.

(3) FIJOTAXI reserves the right at all times to modify the App in a manner that is reasonable for the User, for example, in order to enhance the App and make qualitative improvements to it.

III. Liability

(1) FIJOTAXI will not be liable for the correctness and completeness of any information provided by the User while using FIJOTAXI's services.

(2) In the event that the User is a "consumer" as defined by the General Act for the Defense of Consumers and Users approved by Royal Legislative Decree 1/2007, of 16 november, or any other law or regulation replacing it, the following limitation of liability will not apply. If the User incurs damages through the use of the App, including in case the damage is due to incorrect or incomplete information, delays in sending information, or unavailability/malfunctioning of the App, FIJOTAXI will be liable only in case of intent and/or gross negligence.

(3) The limitation of liability shall not apply either where guarantees are assumed, in cases of injury to life, limb or health, claims under the applicable product liability laws or,

as mentioned in the previous paragraph (2), in case the User is a "consumer" as defined by the General Act for the Defense of Consumers and Users approved by Royal Legislative Decree 1/2007, of 16 november, or any other law or regulation replacing it.

(4) FIJOTAXI's services aim at adults. Persons between 16 and 18 years of age are only allowed to download and use the App with the consent of their legal representatives, provided that this is allowed under applicable laws. The legal representatives of such minors shall be liable for any services used by the minor. The legal representatives are also responsible for controlling the use by the minor.

(5) If the App or the sending of data impairs or damages the User's hardware or software, FIJOTAXI will be liable only if this was caused by intent or gross negligence of FIJOTAXI or if the User is a "consumer" as defined in paragraph A.III (4) above. FIJOTAXI will not be liable for loss of the User's data since it is the latter's responsibility to ensure that data is backed up.

(6) FIJOTAXI 's liability for services provided by a taxi operator/driver shall be excluded since FIJOTAXI is only an intermediary for the transaction.

(7) FIJOTAXI will not incur any liability if it ceases to provide services entirely or partially, temporarily or for good.

(8) No liability will be incurred for third-party contents and links to third-party websites on FIJOTAXI's website or in the App.

(9) FIJOTAXI 's liability shall be excluded for expenses, costs or damages incurred or sustained as a result of the fact that a User permitted by a business account holder falsely books or portrays a trip as a business trip even though it is a private trip.

IV. General obligations of the User

(1) Prior to using the App, the Users must register or be registered with FIJOTAXI, truthfully furnishing their respective data. The User is always obliged to provide his/her personal data truthfully and completely and in compliance with the respective requirements of FIJOTAXI and to maintain and update such data.

(2) A User who is permitted by a contractual partner of FIJOTAXI to pay for trips as business trips via the contractual partner's business account is obligated to report the nature of a trip taken by him (private or business) truthfully. FIJOTAXI is neither obligated nor technically in a position to determine whether the User's trip is for business or private purposes.

(3) Furthermore, the User must take care that when using the FIJOTAXI App no impairment, overloading or damage occurs and that the purpose of the App is not

jeopardized or circumvented. The User must not circumvent or modify the security measures in the App either directly or through third parties.

(4) All rights to the software shall remain with FIJOTAXI. The User may not copy, modify, reverse engineer, decompile or distribute the software provided to the User.

(5) The User must keep his/her username and password secure and must not provide the same to third parties or allow them to access the App. The User alone will be responsible for the confidentiality and security of his/her account. He/she must inform FIJOTAXI immediately if a third party uses his/her account without authorization. In particular, the User is obligated to inform FIJOTAXI of any loss, theft or misuse of his password or smartphone or other End Device on which he/she uses FIJOTAXI and Pay by App, or any other unauthorized use of his/her user account, password or other personal identification features. If the User suspects that any of the above has happened or comes to know of the same, he/she must immediately notify FIJOTAXI using the contact details provided in the imprint (hereinafter "Stop Notice").

(6) The User may not store, use or otherwise process the personal data of any other party involved, for any other purposes than those of the performance of services under these GTC and/or transfer to uninvolved third parties unless the other party involved has given its consent.

V. Responsibility for content

(1) In case FIJOTAXI permits its Users to publish content in the App, on the websites or other media operated or hosted by FIJOTAXI, the publishing User shall be solely responsible for such published content. The User is obligated to observe all laws and statutes in keeping with accepted principles of morality and the requirement of objectivity.

(2) FIJOTAXI shall be entitled to remove any published material that violates the above rules immediately.

VI. Conditions for trip cancellations

If the User decides to cancel a trip, after the booking has been accepted by the taxi driver/taxi operator or the service was cancelled by the driver when the User did not show up at the place where the taxi was ordered by the User, a fee for cancellation may be charged to the User. The amount of the fee and the cancellation conditions shall be announced to the User in due time before becoming effective. For more information on the cancellation policy and the fee, click on the following [link](#).

VII. Term and Termination

Contracts concluded under these GTC are of unlimited duration and both parties are entitled to terminate the contract at any time by communicating so to the other party with an anticipation of at least four (4) weeks to the desired termination date. In addition, FIJOTAXI reserves the right to terminate the contract entirely or to stop rendering

specific services under the contract if the User severely violates contractual or legal obligations. For the sake of clarity, the termination of the contract terminates the use of Pay by App and any other service associated with the App at the same time.

B. Terms and conditions for the “Pay by App” service

I. Subject matter of Pay by App, PayPal note

(1) Pursuant to these GTC, FIJOTAXI permits Users to avail of cashless means via the FIJOTAXI App to pay taxi operators for trips taken, using any of the payment methods offered (such as credit card), up to a limit determined by FIJOTAXI (jointly referred to as “Pay by App” trip). The permitted maximum amount of a Pay by App trip is EUR 149.99 and the maximum amount for a first Pay by App trip is EUR 79.99.

(2) When depositing an electronic payment method, the User may be requested to select a personal identification feature (such as a PIN or password) for payment handling and authorizations for Pay by App trips. Furthermore, the User acknowledges and agrees that:

- during registration of a payment method (e.g. credit card), when ordering a ride or when paying via the app, the User may be required to perform an additional authentication of his/her identity;

- this authentication may be processed via different methods (e.g. one-time passcode, password, biometric authentication) and they depend on each User's agreement with his/her bank, payment service provider and/or credit card issuer (e.g. Visa, Mastercard, American Express);

In addition to the above, FIJOTAXI reserves the right to process a payment request at any time after a charge becomes due and payable to FIJOTAXI in accordance with these Terms and Conditions (for example, delayed payments, debt settlement or other charges) without requiring any additional authentication from the User described above.

The User should note that the terms of this clause B.I.(2) are provided for the User's information in relation to any requirement or process required by the User's bank. As a result, (i) FIJOTAXI shall have no responsibility or liability to the User for the application, non-application, delay or failure of any such requirement or process required by the User's bank and (ii) the terms of this clause B.I.(2) shall not affect or detract from the Users obligations to FIJOTAXI under these Terms and Conditions.

(3)The User is free to select from the payment methods provided for payments through the App. The User can modify, tailor or remove these cashless payment methods in the FIJOTAXI App. For each trip, the User can also select from any of the payment methods he has saved in the App at the time of payment. If the User removes all cashless payment methods from the App, he can continue to pay trips in cash or by any other permitted payment method. The User confirms that the data provided for payment are correct and accepts the terms and conditions for Pay by App

(4) If the User opts for PayPal, he/she pays FIJOTAXI the final amount picked by him/her during the payment process, but need not provide FIJOTAXI his/her bank details. The payment is effected by way of an automated direct debit (electronic direct debit) or charge (credit card payment) between the User and PayPal alone. Under PayPal's terms and conditions of use, the User may be charged separately for the use of PayPal's service. In order to use PayPal's payment service for FIJOTAXI, the User must set up a PayPal account with PayPal and confirm at the time of payment that the PayPal payment is meant for FIJOTAXI. Under PayPal's terms and conditions of use, PayPal explicitly reserves the right to collect amounts of different levels from the User's PayPal account when the payment is made.

II. Contractual obligations of the User and payment

(1) The User is not obligated to pay the taxi driver/taxi operator for trips by cashless means through Pay by App. He can freely choose the method of payment (i.e. in cash or by App).

(2) If the User opts to pay by App, he must pay the gross passenger fee and any desired tip at the end of the trip and herewith authorizes FIJOTAXI to deduct the due amount from the credit card, PayPal account or other means of payment. The App provides the option of pre-establishing the amount of the tip, which the passenger voluntarily pays to the taxi operator.

(3) If the User opts to pay by App, by accepting these General Conditions, the User will be consenting to receive the invoice for the trip by email at the address provided to FIJOTAXI. If the User wishes to receive a paper invoice, the User may request it, free of

charge, through the Customer Service department via the Contact form present in the App accessed by using the link 'I want to Contact FijoTaxi' in the Help section. The User may revoke the consent given to receive electronic invoices and will continue to have the possibility of receiving the paper invoice the User wishes by requiring it at the same address of the Customer Service department already provided.

(4) Where the User (i) deposits a new payment method for Pay by App or (ii) selects Pay by App when hailing a taxi via the App or on a so-called hop on tour (trip not booked via the App), FIJOTAXI reserves the right to make a pre-authorization transaction for validation purposes using the payment method saved (usually € 0.50). This pre-authorization transaction is also made if the hail was unsuccessful or the trip is cancelled. Any pre-authorisation will temporarily reduce the available balance for the respective payment method by the pre-authorization amount for up to 10 working days and may appear as a temporary hold on the relevant payment card. The pre-authorisation amount for validation purposes as described above will not be charged to the concerned payment method.

Furthermore, FIJOTAXI may require a pre-authorisation on the User's default or selected payment method that reflects the estimated or, as the case may be, the fixed fare amount including any preselected tip for the trip. This amount will not be debited at

the time of booking from the default or selected payment method but is reserved for payment of the actual fare including any preselected tip, or other applicable charges. FIJOTAXI may confirm details of this pre-authorisation by email (to the Users' registered email address) or through the App once the User completes the booking. If payment is received in full, the reserved amount will be released by FIJOTAXI. This may take the User's bank or payment service provider up to 5 working days to process.

By using the Pay by App feature, the User consents to FIJOTAXI's pre-authorisation procedures as referred to in this clause

(5) FIJOTAXI explicitly reserves the right not to offer certain payment methods in individual cases or in general, for instance, when the User owes amounts to FIJOTAXI, when there is a suspicion of fraud (for instance, stolen card) or when FIJOTAXI will cease its collaboration with certain payment services providers.

(6) FIJOTAXI explicitly reserves the right to block the user account or the additional Pay by App functions for the User permanently or temporarily or to ask the User to define a new password, PIN or other personal identification feature, if there are pertinent grounds that justify this action, or if it is suspected that the User's account or personal identification feature have been used fraudulently or without authorization. In such instances, FIJOTAXI undertakes to inform the User that his user account or additional Pay by App function have been blocked along with the major reasons for doing so, if legally permissible, and if possible before the blocking, but at the latest immediately after the blocking.

III. Conditions for the use of Vouchers through Pay by App

Unless more specific promotional terms of FIJOTAXI apply to specific campaigns, the following conditions for use of vouchers shall apply:

(1) The registered User can only redeem the promotional code if he/she selects “Pay by App” as payment method.

(2) The promotional code will be valid for a single journey and may be used only once per User, account, telephone number and email address during the corresponding promotion period specified in the promotional code. Once the promotional code is used in the App, the promotional code and any remaining value will expire. Codes that are not redeemed during the promotion period will expire without compensation. The codes or the balance thereof cannot be exchanged for cash. In case that it was not possible to use the codes due to technical errors, the money will not be paid out.

(3) If it is a code for first payment via App, it can only be used once per User and for the first time the User pays for a service using Pay by App. If on the first trip, the User has not used the promotion, he/she will not be able to take advantage of the code for first payment via App in any other route.

(4) It is essential that before it is time to pay, the code has been entered correctly and that the User ensures that said code is accepted by the App.

(5) The promotional code can only be redeemed in taxis registered for Pay by App and only in participating cities where Pay by App is available. On FIJOTAXI's website, you can consult the cities where such functions are available.

(6) The corresponding promotional codes cannot be combined with other offers, subsidies, coupons or discounts. The codes have no cash value, are non-transferable and can only be used once. The loss of the promotional code will not give any right to substitution. The code may not be sold, resold or exchanged for cash.

(7) In case of unauthorized use, FIJOTAXI will be authorized to block the User's accounts. Likewise, in case of fraud, attempted fraud or suspicion of other illegal activities related to the promotional code or exchange thereof, FIJOTAXI will be

authorized to block and delete the corresponding User accounts. FIJOTAXI will have the right to ask the User for reimbursement of any value or service that has been gained fraudulently.

IV. Liability

(1) If the User chooses to pay by App, he must ensure that the bank account to be debited has sufficient funds. If the bank account FIJOTAXI attempts to debit does not have sufficient funds, the User must bear any charges or costs (such as costs associated with a return debit memo) incurred as a result of insufficient funds in the bank account.

(2) FIJOTAXI assumes no liability for cashless payments, especially credit card charges and PayPal payments, unless the damage causing the liability is attributable to the functioning of the App. The User must approach the payment service provider and/or

the paying office himself if a booking is incorrect or made in error, or if the payment process malfunctions.

(3) If the User defaults on his payment for the payment option selected by him, FIJOTAXI shall be entitled to demand interest payable on default at two (2) percentage points above the legal interest rate ("interés legal"). FIJOTAXI shall be entitled to claim greater damages if the damages sustained due to default are higher and can be substantiated

(4) If the User culpably violates his obligation to take due care in safeguarding and protecting his username, password or other personal identification feature(s) from unauthorized third-party access, as described in these GTC (see in particular Section A. IV. (5) above), and if FIJOTAXI incurs a loss as a result of this violation of duty of care, FIJOTAXI explicitly reserves the right to assert damages against the User. If FIJOTAXI receives a Stop Notice from the User, FIJOTAXI will bear any damages incurred due to use of the User's blocked user account.

(5) The provisions on liability under A. III remains unaffected.

C. Common final provisions

I. Should a term of these GTC be or become ineffective or impractical or should they contain a loophole, the effectiveness of the remaining provisions shall not be affected. A provision coming as close as possible to the economic purpose of these GTC shall be incorporated to replace the ineffective provision or plug the loophole.

II. If the User is a businessman, a legal entity under public law or a public separate fund, the exclusive place of jurisdiction for all disputes arising out of this contract shall be FIJOTAXI's registered head office. If the User is a "consumer" as defined in paragraph A.III (4) above, the courts of the domicile of the User will be the competent ones to solve any eventual dispute arising out of this contract. If the User does not have a general place of jurisdiction in Spain or if its domicile or habitual residence is unknown at the

time the action is brought, the courts of the registered office of FIJOTAXI will be the competent ones.

III. Spanish law shall apply to the contractual relationships, with the exclusion of its conflict of laws rules.

IV. Except for amendments with express consent of the User, FIJOTAXI reserves the right to amend these GTC insofar as this is required and in any manner reasonable for the User:

- to eliminate subsequent disruptions in the equivalence of essential contractual obligations,

- to adjust to changed statutory or technical framework conditions, or
- where this is otherwise acceptable for the User, especially in the case of changes not associated with any disadvantage to the User

FIJOTAXI will inform the User of any amendment at the last known e-mail address of the User or through the App. The amendment will become part of the contract if the User does not raise an objection in written or text form (email or facsimile as indicated in customer care) within two weeks of receipt of such communication from FIJOTAXI. In any case, if the User books a taxi ride through the App and is prompted to accept the new GTC before booking the taxi ride, it will be understood that he/she is accepting the amendments communicated by FIJOTAXI.

V. In case of any issues, questions or problems, please contact FIJOTAXI through customer care. The contact details will be available through the App or on the website.

VI. Online settlement of disputes under Art. 14 (1) ODR-VO (Online Dispute Resolution Regulation): The European Commission provides a platform for online dispute settlement (OS), which is located at: ec.europa.eu/consumers/odr/.

The User is informed that FIJOTAXI is not obligated and does not participate in dispute settlement procedures before a consumer arbitration body.

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