

## **General Terms of Use FijoTaxiDriver App**

of FijoTaxi S.L. (in the following “**FijotTaxi**”)

### **Preamble:**

The use of the FijoTaxi services, in particular the FijoTaxi app for drivers (hereinafter the FijoTaxi“**Driver App**”) by taxi operators or taxi drivers working for them (hereinafter the “**Users**” and each a “**User**”) shall be governed by the following general terms of use (“**GTC**”). 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 User can view the applicable terms and conditions in the Driver App on the User’s end device.

**NOTE:** The Users shall also be bound by the regulations applicable to them within the scope of the use of the services of FijotTaxi, in particular by any applicable local laws, tariffs and tariff rules relating to transportation by taxi. They may accept transport orders only to the extent and insofar as admissible in accordance with the applicable legal provisions.

### **1. 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 email 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 brings Users in contact with potential passengers that are looking for a taxi via the Fijotaxi passenger App. Contact is established by means of the FijotaxiDriver App, which Fijotaxi provides to the User for this purpose for web-enabled mobile end-devices, in particular smartphones, computers or tablet PCs (hereinafter: **"End-Devices"**) in accordance with these GTC. The relationship between Fijotaxi and taxi operators for the intermediation services rendered by Fijotaxi shall, in addition to these GTC, be governed by the Framework Agreement for Taxi Operators ("GTC for Taxi Operators" - Spain).

(3) The Fijotaxi services do not include the required Internet use. The User shall be solely responsible for Internet access, technical requirements, and the configuration and capability of the End-Device for using the Driver App, and for the required software being up to date, at his/her own expense.

(4) Where a passenger hails a taxi via the Fijotaxi passenger App, Fijotaxi forwards the request for a taxi to potential contractual partners of the passenger, i.e. taxi operators (represented, as the case may be, by taxi drivers, using the Driver App). The Fijotaxi software only provides intermediation and no other service. In particular, use of the passenger App and the Driver App does not give rise to any passenger transportation contract between Fijotaxi and the passenger. Any claims arising from

passenger trips booked through FijoTaxi will pertain exclusively to the relationship between the taxi operator/taxi driver and the passenger. The billing for the transportation service availed will in principle be solely between the passenger and the taxi operator in accordance with statutory provisions.

## **2. Availability, change and stoppage of service**

(1) The User cannot demand permanent and uninterrupted availability of the FijoTaxi Driver App. 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 or permanently even without informing the Users individually. Nevertheless, FijoTaxi will inform the Users before stopping the service through the website, the Driver 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 Driver App in a manner that is reasonable for the User, for example, in order to enhance the Driver App and make qualitative improvements to it.

## **3. General obligations of the Users**

(1) Prior to using the FijoTaxi Driver 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) The User shall keep his/her username and password safe and shall not disclose them to third parties or provide them with access to the FijoTaxi Driver App. The User shall be solely 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 the Driver 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**”).

(3) The User may only use the FijoTaxiDriver App if he/she is in possession of all required licenses, approvals and authorities for taxi transportation or legitimately works for the owner of such licenses and fulfils and complies with all statutory requirements for taxi traffic (including, but not limited to, that the User has the right to operate the vehicle used, that such vehicle meets all safety standards and that the taxi operator/taxi driver has valid insurance to cover the vehicle and the taxi transportation services), not only at the time of registering but for the entire time of the contract. A taxi operator, whose drivers have registered with FijoTaxi with the taxi operator’s consent, also has the right to use the Driver App after registering with FijoTaxi. A driver working for a taxi operator, must ensure that the taxi operator approves of the use of the FijoTaxi Driver App.

Any change in the permits, licenses and authorizations must be communicated to FijoTaxi without undue delay.

(4) The End-Device required for using the FijoTaxiDriver App shall be safely mounted in the taxi while rendering passenger transportation services. The requirements of the applicable local road traffic regulations shall be complied with while using the respective End-Device.

(5) The User is not obliged to accept any tours offered by FijotTaxi. However, any obligation under applicable laws which may require the taxi operator / taxi driver to accept a tour remains unaffected.

(6) The User shall update the status of the respective taxi (free or engaged) in the activated Driver App as only the status “free” will allow the User of the Driver App to receive “instant hail” offers, also known as “ad hoc” offers.

(7) By using the Driver App and by accepting a trip, a transportation contract is concluded between the passenger and the taxi operator (i.e. the company owning the taxi and taxi license). If the User of the Driver App is not identical with the taxi operator, the User (being the taxi driver) shall act as agent of the taxi operator, on whose behalf such transportation contract shall then be concluded. The contractual relationship between FijoTaxi and the taxi operator shall be governed by the GTC for Taxi Operators, in particular with respect to the payment of fees, electronic payment and invoicing. In case the taxi driver uses the Driver App without the taxi operator’s consent and if the taxi operator does not agree to pay the commission to FijoTaxi for the

intermediation services rendered through the FijoTaxi software, the taxi driver shall be secondarily liable for payment of the commission caused by the use of the Driver App.

#### **4. Software**

(1) The User shall use the Driver App so as not to impair, overload or damage it and not to jeopardize or bypass the intended purpose of the Driver App. The User shall neither personally nor through third parties bypass or modify the security precautions of the Driver App.

(2) All rights to the Driver App shall remain with FijotTaxi. The FijoTaxi Driver App provided to the User must not be copied, modified, reverse engineered, decompiled and/or distributed.

#### **5. Responsibility for content**

(1) In case FijoTaxi permits its Users to publish content in the Driver App, on the websites or other media operated or hosted by FijotTaxi, 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.

## **6. Tracking, third-party information**

(1) For the provision of the aforementioned services, the current location of the passenger looking for a taxi and the User using the Driver App at the respective time are tracked, provided that the tracking function has been activated.

(2) The User may not store, use or otherwise process the personal data of any other party involved, for any other purposes than those of performance of the services under these GTC. Neither may the User transfer any personal data to uninvolved third parties, unless the other party involved has given its consent.

## **7. Rating system**

(1) The passengers transported by the User may rate his/her services (driver and vehicle).

(2) For details regarding the rating system, Users are referred to the applicable Privacy Policy Driver.

## **8. Liability**

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

(2) If the User incurs damages through the use of the Driver App, FijoTaxi will be liable only in case of intent and/or gross negligence. In particular, if the damage is due to incorrect or incomplete information, delays in sending information, or unavailability/malfunctioning of the Driver App, FijoTaxi shall be liable only if this damage is caused through intent or gross negligence.

(3) For simple negligence, FijoTaxi shall be liable only for violation of an essential contractual obligation and only for typical, foreseeable damages. Essential contractual obligations are those through whose satisfaction the proper performance of the contract is possible in the first place and compliance with which the User is as a rule entitled to rely on.

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

(5) If the Driver 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 FijotTaxi. 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 FijoTaxi Driver App or other software and apps of Fijotaxi.

(9) If the User is responsible for an infringement of rights of third parties, the User shall indemnify Fijotaxi against any liability vis-à-vis third parties as well as against the costs for an appropriate legal defense. The User is obliged, if third parties assert any claims against Fijotaxi on grounds of the User's infringement of rights, to immediately provide Fijotaxi with all relevant information to the extent that this is required for review and defense purposes.

(10) In the event that third parties, in particular FijoTaxi passengers making advance reservations, assert claims against Fijotaxi, for example, based upon that the taxi driver cancelled an accepted advance reservation, did not carry out the trip reserved in advance at all or did not arrive on time, the taxi driver shall fully indemnify Fijotaxi against such claims (as well as any damage arising therefrom, including the appropriate costs for the legal defense).

(11) If the User culpably violates his obligation to take due care in safeguarding and protecting his username, password or other personal identification feature from unauthorized third-party access, as described in these GTC (see in particular Section 3. (2) 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.

## **9. Exclusion from use and termination**

(1) The reliability of the taxi drivers and taxi operators availing of the FijoTaxi services is of great importance for Fijotaxi. That is why the parties agree that the taxi driver/taxi operator can be excluded from the use of the FijoTaxi services (temporarily or permanently, in whole or in part) in case of a material breach (i.e. substantial failures or violations) of legal or contractual obligations.

(2) A material breach includes, but is not limited to, the taxi operator's and/or User's default of payment , severe violations of the FijoTaxi Code of Conduct (Manual del Buen Fijotaxista), the revocation of the taxi operators and/or User's SEPA direct mandate and/or the abortion of a taxi tour (including advance reservations) after accepting it without a reasonable cause and without giving proof of the reasonable cause.

(3) Contracts concluded under these GTC are of unlimited duration and both parties are entitled to terminate the contract at any time by providing the other a reasonable

termination notice. In any case, FijoTaxi is entitled to terminate the contract with the User in case of a material breach by the User as described under (1) and (2) above.

(4) In those cases where the User is not the taxi operator, this agreement will end automatically if (i) the GTC for Taxi Operators for the taxi operator to which the User is affiliated to is terminated for whatsoever reason or (i) if the User ceases its relationship with the taxi operator who is bound by the GTC for Taxi Operators.

(5) The agreement shall end automatically without a notice of termination being required if the User is not authorized or licensed any longer to provide transportation with taxis or if FijoTaxi decided to permanently discontinue its services.

(6) FijoTaxi reserves the right to set the User's account to "inactive", if the User has not provided any transportation services via FijoTaxi for at least three months. This means that the User will not be able to receive any booking requests any more. The User can request to have his account reopened.

## **10. Final provisions**

(1) Any contradicting terms or terms deviating from these GTC will not be accepted, unless FijoTaxi expressly approves their applicability. Should any provision of these GTC be invalid or unenforceable or should they contain a gap, this shall not affect the validity of the remaining provisions. Instead of the invalid provision or for the fulfilment of

the gap, a provision shall apply that comes closest to the economic purpose of these GTC.

(2) The exclusive venue for any and all legal disputes arising out of or in connection with this agreement for all parties involved shall be FijoTaxi's registered seat, unless otherwise provided for by mandatory law.

(3) The contractual relationship shall be governed by Spanish law, with the exclusion of its conflict of laws rules.

(4) The Spanish law 34/2002 of the services for the information society and e-commerce applies to the relationship between Users and Fijotaxi.

(5) 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 Driver 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 the Driver Service) within two weeks of receipt of such communication from Fijotaxi. In any case, if User accepts a taxi ride through the Driver App and is prompted to accept the new GTC before accepting the taxi ride, it will be understood that the User is accepting the amendments communicated by Fijotaxi.

(6) The Spanish version of this contract is legally binding. The English version is a non-binding translation of the Spanish text.

(7) In case of any issues, questions or problems, please contact FijoTaxi through the Driver Service. The contact details will be available through the Driver App or on the website.

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