

Terms of Use

This term of use is a legal agreement between you, a user ("You" or "Your"), and Blip Limited ("Urban" or "Us" or "Our" or "We"). These terms of use together with our Our Privacy Policy, Refund Policy and Behaviour Policy on Urban's website, (collectively referred to as the "Terms of Use") sets out the complete terms and conditions upon which You may use the services on Urban's website (the "WebApp") and Urban's mobile application (the "App"). The Terms of Use also govern the relationship between You and Urban and governs any claims that may be made by You or Urban in relation to the Services.

By signing up to create a user account on the WebApp and the App "User Account", You acknowledge that You have read, understood, and agree to be bound by the Terms of Use and to comply with all applicable laws and regulations incorporated into the Terms of Use. Your access to and the use of Our services is conditioned on Your acceptance of and compliance with these terms. Your agreement with Us regarding compliance with the Terms of Use becomes effective immediately upon the creation of a User Account.

The WebApp and the App is an information and booking reservations platform for mobility, transportation, and chartering of vehicles. You would be able to hire buses, and book buses for transportation from specific pickup locations to destinations listed on the WebApp and the App ("Services"). The Services enables You to arrange and schedule transportation services with third party providers who partner with Us ("Partners"). You hereby acknowledge that the transportation services, as well as drivers and vehicles used for the same are provided by Partners.

We reserve the right to amend the Terms of Use at any time and We would notify You of any such changes by posting the revised terms on the WebApp and the App. If We do, the revised terms will supersede prior versions. You should check the Terms of Use periodically for changes. Your continued use of the WebApp, the App, and the Services after any change to the Terms of Use constitutes Your agreement to be bound by any such changes. Urban may terminate, suspend, change, or restrict access to all or any part of the Services without notice or liability.

By reading and accepting the contents of this page, You confirm that You are literate and that You have read and fully understand the terms of this Terms of use. You acknowledge and agree that Your use of the Services, including information transmitted to or stored by Urban, is also governed by Our Privacy Policy.

1. User Account Terms

1.1 The WebApp and the App

1.1.1. You hereby declare that You are a human being over 18(eighteen) years of age and of a sound mind.

1.1.2. If You are under 18 (eighteen) years, but above 12 (twelve) years (“Minor”), please read Our Privacy Policy and seek consent from Your parents/guardians before proceeding to sign up for Our Services through the App or WebApp.

1.1.3. You consent to Our collection and use of technical information about the WebApp, the App, and other related software, hardware, and peripherals to improve Our products and to provide the Services to You. If You use the Services, You consent to Us and Our affiliates' and licensees' to process the transmission, collection, retention, maintenance, and use of personal data provided to Us, to improve Our Services and/or Your experience while using the WebApp and the App

1.1.4. You consent to Us, sharing Your personal data provided by You in creating Your User Account with third party contractors and service providers for the purpose of enabling the efficient performance of the Services and effecting any payments or notifications that We need to make to You.

1.1.5. If You signed up for the Services on behalf of a Minor, you hereby confirm that You have obtained the appropriate consent to share the Minor's personal data with Us.

1.1.6. You acknowledge that Urban will use the email address and phone number provided by You when creating a User Account on the WebApp and the App or as updated by You from time to time as the primary method for communication with You. You must monitor the primary User Account email address and phone number You provided to Urban and the same must be capable of sending and receiving messages, emails, and receiving phone calls. Your communications with Urban can only be authenticated if they come from Your User Account email address and phone number. You hereby acknowledge that Urban may also communicate to you via InApp notification and InApp chat features on the App.

1.1.7. As part of Our security procedures, You determine Your sign-in details or any piece of the information You input. By signing up and creating a User Account, You agree to treat Your sign-in details as confidential; do not disclose the same to any third party. Urban does not have access to Your sign-in details, if You forget Your sign-in details or know or suspect that a third party gained access to Your sign-in-details, You must promptly change Your sign-in details, by resetting Your password or by contacting Us via hello@urban.ng to place a restriction on Your User Account.

1.1.8. You confirm that all information provided by You via the WebApp and the App are true, correct, and not misleading. You agree to provide any additional documents and/or information as may be required from time to time.

1.1.9. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

1.1.10. By accessing the WebApp and the App, You hereby authorize Us to provide the Services herein contemplated using the WebApp and the App.

2. User Account Activation

2.1. Opening an Account

To sign up and create an account, you would be required to click on the “Register” or “Create a new account” tab on the WebApp or the App. After which You will provide Us with Your first name, last name, email address, phone number, city, password, and any other information indicated as required or that We may ask from You from time to time (“Information”). We may reject Your application to create a User Account, or cancel an existing User Account, for no reason at all, at Our sole discretion.

2.2. Verification

Your User Account would be active as soon as We are able to verify Your Information.

3. Account Preferences & Booking of Vehicles

3.1. Your User Account is accompanied by a virtual wallet (“Wallet”). You will be able to make payments using the Wallet. You can also make payments by transfer and through your debit card or the Urban Card.

3.2. After You have made a booking reservation on the WebApp or the App, You shall ensure that You are present at the specific location and time indicated.

3.3. You may be asked to provide proof of identity to enable You to access or use the Services. You agree that You may be denied access to vehicles or to use of the Services if You refuse to provide proof of identity when requested. You may also be denied access to the vehicles or to use the Services if You refuse to wear a facemask or fail to abide by any health and safety precautions that may be issued from time to time.

3.4. Urban reserve the right to cancel bookings/trips made by You at any time before departure or arrival of any booked vehicle. In such situations, Urban would promptly notify You and refund Your Wallet with the transaction amount. Urban shall not be liable for losses or damages suffered by You due to any cancellation of bookings/trips

3.5. Urban shall not be liable for any losses or damages suffered by You as a result of a delay in the arrival of any booked vehicle.

3.6. You agree that any booking made is at Your own risk and sole responsibility, and You assume all of the risks for any such trip that You request and procure. Urban is not responsible for any loss, damage, liability, injury, or harm that may arise as a result of any trip that You request, order, purchase, procure, accept, participate in, or receive via the Services.

3.7. Please note that Urban may share personal data provided by You with third parties to the extent required to provide the Services and for the efficient performance of the WebApp and the App.

4. Payment

4.1. Unless otherwise determined by Us, payments made by You for the Services (“Fares”) are final and non-refundable. All Fares are due immediately and payment will be facilitated by Us to our Partners using the payment method designated in Your User Account or such other payment methods which We may adopt or accept. After a successful trip, We will send a receipt for the trip via email and Your trip history on the User Account will be updated.

4.2. You hereby agree that Fares may include applicable taxes required by law, tolls, and/or check-out fees including a booking fee, federal, state, and local tolls, airport tolls, and processing fees.

4.3. We reserve the right to establish, remove and/or revise Fares for the Services and other related features at any time and at our sole discretion. You acknowledge and agree that Fares applicable in certain geographical areas may increase substantially during times of high

demand. You further acknowledge that We may from time to time provide certain Users with discounts and promotional offers that may result in different amounts charged for the same or similar Services and You agree that such promotional offers and discounts unless also made available to You, shall have no bearing on Your use of the Services or the Fares applicable to You.

5. Promotional Codes

5.1. We may, in Our sole discretion, create promotional codes that may be utilized for Wallet credit, or other benefits or features related to the Services (“Promo Codes”). This is subject to any additional terms established by Us on a per promotional code basis.

5.2. In the event that Promo Codes are made available to You, You agree that Promo Codes:

5.2.1. shall be used only for the purpose given, in accordance with the specific terms established by Us and in a lawful manner;

5.2.2. will not be duplicated, sold or transferred in any manner, or made available to the general public unless expressly permitted by Us;

5.2.3. may be disabled by Urban at any time for any reason at all and without liability to Urban;

5.2.4. are not to be exchanged for cash; and

5.2.5. may expire prior to Your use.

5.3. In the event that We determine or believe that Your use of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Terms of Use, We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of the Promo Code by You or any other user.

6. User Content

6.1. You agree that any questions, comments, suggestions, ideas, feedback, commentary, support request, submission of entries for competitions and promotions or other information related to the Services provided by You to Us, whether textual, audio, and/or visual content ("User Content"), may be utilised by Us in a manner that We may deem appropriate. By providing User Content to Us, You grant Us a worldwide, perpetual, irrevocable, transferrable, royalty-free licence (with the right to sublicense) to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised without further notice to or consent from You, and without the requirement of payment to You or any other person or entity.

6.2. You represent and warrant to Us that:

6.2.1. You are the sole and exclusive owner of all User Content or You have all rights, licenses, consents and releases necessary to grant Urban the license to the User Content as set forth above;

6.2.2. neither the User Content nor Your submission, uploading, publishing or otherwise making available of such User Content nor Urban's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7. Acceptable Use Restrictions

7.1. You are granted a non-exclusive, non-transferable, personal, limited license to use the WebApp and the App. Your limited right to use the WebApp and the App is revocable at Our sole discretion.

7.2. You agree not to access (or attempt to access) the Services by any means other than through the interface that is provided on the WebApp and the App. The use of deep-link, robot, spider, or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the WebApp and the App, or in any way reproduce or circumvent the navigational structure or presentation of the WebApp and the App to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the WebApp and the App is specifically prohibited.

7.3. You shall not use the WebApp and the App in any unlawful manner, for any unlawful purpose, in any manner inconsistent with this Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the WebApp and the App.

7.4. You shall not infringe Our intellectual property rights or those of any third party in relation to Your use of the WebApp and the App, including the submission of any material or User Content (to the extent that such use is not licensed by this Terms of Use).

7.5. You shall not use the WebApp and the App or the Services in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users.

7.6. You shall not use the Services to transmit malware or host phishing pages. You may not perform activities that harm or disrupt the operation of the Services or any of Our other infrastructure or of others, including Our third party providers. You may not use the Services for deceptive commercial practices or any other illegal or deceptive activities.

7.7. You shall not use the Services to transmit infringing, abusive or tortuous material, or to store or transmit material in violation of third party privacy rights.

7.8. You shall not provide Us with false, inaccurate, misleading (directly or by omission or failure to update information), obscene, profane, defamatory, libelous, hateful, abusive, offensive, pornographic or sexually oriented, threatening, harassing, illegal or offensive User Content.

7.9. You shall not impersonate any person or entity, or use a fictitious name on this WebApp and the App.

7.10. You shall not extract any information or data from the Services or Our systems or attempt to decipher any transmissions to or from the servers running the Services.

7.11. You shall not use the WebApp and the App or the Services in a manner that contravenes or that facilitates or promotes activities that contravene applicable laws or this Terms of Use.

7.12. You shall not use the WebApp, the App, or the Services for any other transactions other than the Services.

7.13. You shall not use the WebApp and the App in a manner that implies or promote support or funding of, or membership in, a terrorist organization.

7.14. You undertake to use the Services properly and to conduct yourself in a reasonable manner at all times, during trips enabled by the Services.

7.15. You shall not engage in violent or antagonistic behaviour such as fighting, aggression, harassment, threats, displays, verbal altercations or any other forms of disagreeable conduct towards other passengers, drivers or other parties during trips.

7.16. You shall not cause nuisance, annoyance, inconvenience, or harm to other passengers, drivers or any other party during trips.

7.17. You shall not use alcohol or narcotics during trips.

7.18. You shall not cause damages to vehicles used for the Services.

7.19. We may, at any time and without notice, terminate Your User Account or Your access to the Services if You engage in activities that violate clauses 7.2 to 7.18, including activities outside of Your use of the Services.

7.20. Without prejudice to clauses 13.1 to 13.2.5 herein, You hereby indemnify Urban (and its directors, officers, affiliates, agents, successors and assigns against all claims, liabilities damages, costs and expenses (including attorney fees and related charges) for any breach of the provisions specified in clauses 7.2 to 7.18 of this Terms of Use.

7.21. Urban shall have the right, but not the obligation, to monitor or investigate Your use of the Services at any time for compliance with this Terms of Use. Our determination of whether a breach of this Terms of Use has occurred will be final and binding, and any action taken with respect to enforcing the provisions specified in this Terms of Use, including taking no action at all, will be at Our sole discretion.

7.22. Urban may modify the terms in clauses 7.1 to 7.23, at any time. By continuing to use the Services or access Your User Account after the terms specified in clauses 7.1 to 7.23, have been modified, You agree to be bound by the modified terms.

7.23. If You suspect that anyone is in breach of clauses 7.2 to 7.18, please contact Us at hello@urban.ng.

8. Lost Property

8.1. After the completion of a trip, You must ensure that You remove Your property from the vehicle when disembarking. Should You leave Your property in the vehicle, the property may be handed over by the Park Partner to You or Urban. You understand and agree that Urban shall not be held liable in the event the property is not handed over by the Partner.

8.2. Urban will take steps to establish the owner of property left in a Partner's vehicle if returned to the Urban offices. However, You understand and agree that Urban will only keep Your property in its possession for a maximum period of one month from the date on which the Partner handed Your property to Urban and if You fail to collect your property from Urban

before the expiry of the one month period stipulated, Urban will be entitled to deal with Your property as it deems fit and You shall have no claim whatsoever against Urban in respect of Your unclaimed property.

9. Intellectual Property Rights & Confidentiality

9.1. Notwithstanding any other provision in this Terms of Use, Urban shall remain the exclusive owner of the copyrights, and any other intellectual property rights in the WebApp, the App and the technology anywhere in the world. Rights in the WebApp and the App are licensed (not sold or assigned) to You, and You have no rights in, or to, the WebApp, the App or the technology used other than the right to use the WebApp and the App in accordance with the provisions specified in this Terms of Use. You acknowledge that You have no right to access the WebApp and the App in source-code form. For the purpose of this Terms of Use, Intellectual property means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-ups, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information including know-how and trade secrets and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world and intellectual property right means any one of the intellectual property rights as the context so requires.

9.2. You hereby agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services.

9.3. You hereby undertake not to disclose any information associated with Our business (not publicly known), including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, ("Confidential information") to any third party without the prior written consent of Urban. Confidential Information shall include, but shall not be limited to, any and all and any other confidential and proprietary information, whether or not marked as confidential or proprietary. Our Confidential Information includes all information that You

receive relating to Us or to the Services that is not known to the general public including information related to Our security program and practices.

10. Third Party Tools & Links

10.1. We may provide You with access to third party tools over which We do not monitor nor have any control or input. You acknowledge and agree that We provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to Your use of optional third-party tools. Any use by You of optional tools offered through the WebApp and the App is entirely at Your own risk and discretion and You should ensure that You are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). Services available via the WebApp and the App may include materials from third parties.

10.2. Third party links on the WebApp and the App may direct You to third party websites that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the use of services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure You understand them before You engage in any transaction with such a third party. Any complaints, claims, concerns, or questions regarding third party products should be directed to the third party.

10.3. We may also offer products on behalf of other third parties, which We think may be useful to You. In that event, please note that Your relationship with such a third party will be governed by the said third party's agreements. We would not be liable for any legal issues arising from Your use of such third-party services. You are advised to contact such a third party and obtain the relevant legal advice before entering a legal relationship with such a third party.

11. Closing, Restriction & Cancellation of User Accounts

11.1. Urban may at its sole discretion restrict or close Your User Account if:

You use Your User Account for unauthorized purposes or where Urban detects any abuse/misuse, breach of content, fraud or attempted fraud relating to Your use of the Services.

Urban are required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority.

Urban reasonably suspect or believes that You are in breach of this Terms of Use.

The closure or restriction is necessary as a consequence of technical problems or for reasons of safety; to facilitate update or upgrade the contents or functionality of the Services from time to time; or where Your User Account becomes inactive or dormant.

Urban decide to suspend or cease the provision of the Services for commercial reasons or for any other reasons it may determine in its absolute discretion.

You breach any of the provisions specified in this Terms of Use.

11.2. Closing or restriction of Your User Account shall however not affect any of Our accrued rights and Your liabilities to Us.

11.3. You may cancel Your User Account and terminate the Terms of Use at any time by contacting hello@urban.ng and then following the specific instructions indicated to You in Our response. Any unique identifiers/codes that We give to You, remains Our property and We can disable, reclaim and reuse these once Your User Account is terminated or deactivated for whatever reason by either You or Us.

11.4. Upon cancellation of Your User Account, Urban will cease providing You with the services and You will no longer be able to access Your User Account.