



## TERMS OF USE

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### 1. YOUR PRIVACY

The Company's Privacy Policy explains how the Company handles your personal information. By using our Service, you understand and agree to the use of your personal information in accordance with The Company's [Privacy Policy](#).

### 2. CONDITIONS OF USE

By using our website; you acknowledge and agree that;

It is your responsibility to ensure that the Service made available to you, meets your personal requirements.

The Company grants you the non-exclusive, non-transferable, limited right to use this Service solely and exclusively for your personal use.

You agree that you are solely responsible for (and that The Company has no responsibility to you or to any third party for) your use of this service, any breach of your obligations under the Terms of Use, and for any consequences, including any loss, injury or damage.

It is your responsibility to protect the confidentiality of any username and password you use to access this service and you must not lend or transfer your username and password to anyone else. You are solely

responsible for all interactions with this service that occur in connection with your username and you must immediately notify us of any unauthorised use of your username and password.

You warrant that any information you provide to us is true, accurate and complete and that provision of such information to us will not breach any other person's privacy.

When using this Service, comply with all applicable laws, rules and regulations and you warrant that you will not use this Service for any fraudulent or unlawful purpose.

You will not transmit or attempt to transmit any material of any kind to or via this Service which contains a virus, malicious computer code or other harmful component or otherwise attempt any unauthorised alteration or retrieval of any of the content on this Service.

### **3. PAYMENT**

We reserve the right to introduce a fee for the use of our Services. If we decide to introduce such a fee, we shall inform you accordingly and allow you to either continue or terminate using our Services.

We shall charge you for the taxi services provided to you by the taxi drivers on behalf of the taxi drivers. You agree that you will pay for all taxi services, and that we may charge your credit card as provided by you for the taxi services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing us with a valid credit card for payment of all fees at all times. Any payment dispute needs to be conducted in writing within 60 days of the booking being made.

Charges to you are based on the government regulated metered fares and any tolls that may apply to your ride. Kilometers for fixed fare transactions are determined with the use of Google maps and their calculation of the fastest route to the destination. Fixed Fare Online payments are preauthorised and then charged at the time of booking. A transaction receipt will be sent to you by email (account bookings) or will be available for download at the time of booking (guest bookings). In the event of a cancellation, you will be refunded the full amount of the taxi fare. A minimum \$8.60 fee will be charged in the event of a 'No Contact'. Any variation to route or change of destination may incur additional charges from the driver.

When prepaying for multiple taxi bookings, you will be quoted the total fare for the combined booking but we will charge your credit card separately for each vehicle booking. This will be the total fare divided by the number of vehicles booked.

We use a third-party payment processor (the "Payment Processor") to link your credit card account to the Service. The processing of payments or credits, as applicable, in connection with your use of the Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms of Use. We are not responsible for any errors by the Payment Processor. In connection with your use of the Services, we will obtain certain transaction details, which we will use solely in accordance with our Privacy Policy.

### **4. LINKS TO THIRD PARTY SITES**

The Company websites may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of The Company and The Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible for webcasting or any other form of transmission received from any Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Company of the site, any association with its operators, or with any associated organisation, product or service.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or produce policies on those websites prior to using them.

## **5. NO UNLAWFUL OR PROHIBITED USE**

You warrant that the information you provide to us is accurate and complete. We are entitled at all times to verify the information that you have provided and to refuse the Service without providing reasons.

You may only access the Service using authorised means. We are not liable if you do not have a compatible mobile device or you download the wrong version of an Application for your mobile device. We reserve the right to terminate the Service should you be using the Service with an incompatible or unauthorised device.

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You will only use the Services or download the Application for your sole, personal use and will not resell it to a third party. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.

The Company reserves the rights to immediately terminate the Services should you not comply with any of the above rules.

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You agree that we will not be liable to you or any third party for any such suspension, restriction or termination of your access to this Service or to any such information or files and we will not be required to make such information or files available to you after any such termination, suspension or restriction.

## 8. LIMITATION OF LIABILITY

You expressly understand and agree that The Company, including its subsidiaries and its licensors are not liable to you under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by you through your use of this Service, including any loss of data, loss of profit, loss of use or damage, whether or not The Company or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

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## 9. INDEMNITY

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless The Company, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Service, including your violation of these Terms and Conditions or use.

## 10. MISCELLANEOUS

These Terms of Use and our Privacy Policy constitutes the entire agreement between you and us concerning its subject matter and supersede any and all prior written or oral agreements or understandings between you and us relating to such subject matter. You must not assign, transfer or sublicense any or all of your rights or obligations under these terms of use.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

Notices to you may be made, at our discretion, by posting a notice (or a link to a notice) on the website, by email or by regular mail to the address provided on your registration.

## 11. CONTACT US

If you have any questions or wish to clarify the meaning of any part of these terms of use, please contact us:

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