

Passenger

Terms and Conditions

BookTheDriver offers its services under the following Terms of use (hereafter collectively referred to as the “Agreement”) that constitute a legal agreement between you and BKTD Inc , a US corporation or the appropriate entity (the “Company”). You should read them carefully and use the BookTheDriver services only if you agree and consent to the agreement. By using the software, you agree to be legally bound by the agreement and the privacy policy found at <https://bookthedriver.com/privacypolicy.pdf> as if You had signed them. We are constantly looking for ways to improve and expand BookTheDriver . We may amend these terms from time to time. The amended terms shall be effective upon posting. Any use after amendment constitutes acceptance of the new terms. The updated Terms and Conditions are always available here at [BookTheDriver.com/termsconditions.pdf](https://bookthedriver.com/termsconditions.pdf).

These terms and conditions, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website, our mobile application or any of our applications through whatever platform (hereafter collectively referred to as the “Software”) and/or by completing a booking, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy policy).

If you do not agree to these terms and conditions including our privacy policy and you are not willing to be bound by them, do not install our application and/or promptly erase it and any part thereof, from your mobile phone or computer and do not use it in any manner whatsoever.

The Software is owned, operated and provided by BKTD Inc. and it is provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

1. Definitions and interpretation

For purposes of this Agreement, the following definitions apply:

- “we”, “us”, “our” and “Company” refers to BKTD Inc. and its affiliate (distribution) partners
- “you”, “your”, “yours” and “Passenger(s)” refers to the customer using/booking a Driver through our mobile applications or through the website

- “Software” refers to the Mobile and Web applications owned by BKTD Inc. and used by you to book your Driver.
- “Driver(s)” refers to the private for hire driver who has completed the registration process for drivers and is an Independent Owner Operator or Transportation Service Business advertising their services through the Software.
- “User (s)” refers to any user of the Software, including you, and
- “BookTheDriver Services ” refers to services rendered by BookTheDriver, through the use of its Software, to you
- “Driver services” refers to transportation services rendered by drivers to passengers
- “Affiliated Drivers” refer to 3rd party Drivers associated with your selected Driver.

2. Scope of our Service

Through the software we provide an online platform through which for hire drivers appear online when available for booking, and through which you can make such bookings. BookTheDriver provides you the opportunity to a) locate and contact drivers who are close to your location and b) choose amongst the available drivers or select from a list of previously favorited Drivers c) request the provision of Driver services of your chosen driver. **We are not a licensed private hire operator, nor a transportation carrier and we do not provide transportation services. We act solely as an intermediary between you and the driver. From the point at which you make your booking through BookTheDriver, you enter into a direct (legally binding) contractual relationship with the Driver that you book.** It is up to the Driver to offer transportation services and agree on a price for the services, which may be scheduled through use of the software or BookTheDriver service. BookTheDriver offers information and a method to obtain such Driver services, but does not intend to provide Driver services or act in any way as a transportation carrier, and has no responsibility or liability for any Driver services provided to you by such Drivers.

When rendering our services, the information that we disclose is based on the information provided to us by the users. As such, the users are fully responsible for informing us with their updated information and indicate directly by themselves if they are available which is displayed on our software. Although we will use reasonable skill and care in performing our BookTheDriver services we will not verify if, and cannot

guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our software or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each user remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information displayed on our software. Our software does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or rating of any user made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our software for any commercial or competitive activity or purpose beyond its intended use.

3. Free of charge

Our service to the passengers is free of charge. Unlike many other parties, we will not charge you for our service or add any additional (booking) fees to your ride. We will not charge you, as you will pay the driver directly for your ride.

If you choose to pay via **credit card** BookTheDriver shall charge you for the transportation services provided to you by the Driver on behalf of the Driver. You agree that you will pay for all transportation services you purchase from the Driver, and that BookTheDriver, through the Driver's merchant account Powered by a third-party payment processor, may charge your credit card account as provided by you when registering in BookTheDriver including any currency conversion fees, taxes and late fees, as applicable, that may be accrued by or in connection with your account or service provided. You are responsible for the timely payment of all fees and for providing us with a valid credit card account for payment of all fees at all times. BookTheDriver is not responsible for refunds or chargebacks in connection with Driver services, all such enquiries and/or issues should be directed to and is the responsibility of the Driver.

BookTheDriver uses a third-party payment processor (the "**Payment Processor**") to link your credit card account to our application and service. The processing of payments

or credits, as applicable, in connection with your use of the Software will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. BookTheDriver is not responsible for any errors by the Payment Processor. In connection with your use of the Software we will obtain certain transaction details, which we will use solely in accordance with its Privacy and Cookie Notice.

4. Privacy

BookTheDriver uses high ethical standards and respects your privacy. Save for disclosures required by law in any relevant jurisdiction, we will not disclose your personal information to third parties without your consent. However, we reserve the right to disclose your personal information to our affiliated (group) companies , including our affiliated (group) companies' employees and our trusted agents and representatives who have access to this information with our permission and who need to know or have access to this information to perform our service (including customer services and internal (audit/compliance) investigation) to and for the benefit of you. Please have a look at our privacy policy for further information.

5. Registration and Use of Website

You can only use BookTheDriver if you have registered to do so.

Only individuals who are legally entitled may register on BookTheDriver. If you reside in a jurisdiction which restricts the use of the Services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Software and Service. If you are not legally entitled and/or have had your account suspended or canceled, temporarily or permanently, you cannot register.

You must complete the registration form available on our software, if interested to use our services as a **passenger** or as **driver**. The forms and applications for passengers are different than the drivers.

By registering on BookTheDriver , you agree:

1. to provide true, accurate, complete and updated information about yourself at the registration form, and update them whenever necessary. BookTheDriver is not obligated to monitor or control the accuracy of information provided by you. If any information provided by you is not in accordance with these provisions or if

BookTheDriver has reasonable grounds to suspect that such information do not agree, BookTheDriver has the right to refuse your registration, whether as passenger or as driver, and suspend or terminate immediately, regardless of notice, the registration of your account and refuse any and every use, present or future, of the BookTheDriver services that require registration. In this case, you shall not be entitled to any indemnity or compensation for the refusal, suspension or cancellation of your registration.

2. that you will not use BookTheDriver : for any unlawful purpose; in any way that interrupts, damages, impairs or renders BookTheDriver less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services without BookTheDriver's prior authorization;
3. to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation
4. and acknowledge that we have limited control over the nature and content of information and chat transmitted or received by you or other users of BookTheDriver. Although we reserve the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such content. If you have a complaint about another user please contact us via the app or website;
5. to comply with all applicable laws from your home nation, the country , state and city in which you are present while using the software or BookTheDriver service;
6. to make payment in full to any drivers introduced to you through BookTheDriver for any services provided by such driver to you;
7. to treat drivers introduced to you through BookTheDriver with respect and not to cause damage to them or their vehicle ;

8. to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of this agreement.
9. that the nickname or email (e.g xxxx@yahoo.com) that you use to register on the Software shall not resemble to BookTheDriver or BKTD or BKTDINC company name. Also nicknames deemed offensive may be deleted, as well as containing a URL or email address.
10. that you shall not use BookTheDriver's service or software to cause nuisance, annoyance or inconvenience
11. that by accessing and using the BookTheDriver services via mobile devices, or by using certain mobile features, you may incur fees from the provider or carrier of the mobile services that you use ("Carrier") and you are solely responsible for the payment of such fees.
12. You acknowledge and agree that in order to provide the Driver services you have requested your Chosen Driver may Dispatch or Transfer the "Driver Services" requested to his or her Affiliated Driver(s).

You are solely responsible for maintaining the confidentiality of your password chosen by you at your registration at BookTheDriver . BookTheDriver is not responsible for any harm resulting from disclosure of your password from yourself to third parties or use of your password by a third party to access your account. In the event of any unauthorized use of your account, you must immediately notify BookTheDriver at [\[support@bookthedriver.com\]](mailto:support@bookthedriver.com) .

The User may change at any time its registration information according to our Privacy Policy .

When contacting a driver and requesting the provision of services, you must wait for the Driver's response, Driver may accept or reject the requested Driver services. If the driver accepts the engagement and you accept the Driver's quote and later want to cancel it for any reason, you must cancel the Reservation via the software and you will be bound to the Driver's Cancellation/No-Show policy found in page "Other Charges" in the Profile of the chosen Driver. Users acknowledge that BookTheDriver is not liable for any delays, cancellations, failure to provide Driver services between the Passenger and Driver, nor for any delay or failure in the provision of Driver services.

6. Prohibited Uses.

Except as specifically permitted herein, without the prior written consent of BookTheDriver you agree not to: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the Application; and (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this agreement with or to anyone else; (iii) copy, distribute or reproduce the application for the benefit of third parties; (iv) disclose the results of any benchmarking of the application, or use such results for your own competing software development activities; and/or (v) modify, disassemble, decompile, reverse engineer, revise or enhance the software or attempt to discover the software's source code.

7. Ranking and passenger reviews

The driver agrees that the passengers carried by him may evaluate the services provided by him (driver and vehicle). When doing so, passengers shall be obliged to be objective in their evaluation.

The completed passenger review may be (a) uploaded onto the relevant driver information page on our software for the sole purpose of informing (future) passengers of your opinion of the service (level) and quality of the driver, and (b) (wholly or partly) used and placed by BookTheDriver at its sole discretion (e.g. for marketing, promotion or improvement of our service) on our software or such social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by BookTheDriver . We reserve the right to adjust, refuse or remove reviews at our sole discretion. The passenger review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

8. Disclaimer

By entering into this agreement and using the software or BookTheDriver service, to the extent permitted by law, you agree that you shall defend, indemnify and hold the company, its licensors and each such party's parent organizations, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, shareholders, officers, directors, employees, representatives, members, attorneys, licensees, agents, or others involved in creating, sponsoring, promoting, or otherwise making available the software and its contents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in

connection with: (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including personal data, comments, and ratings) of the users as made available on our software, (iii) the services rendered by the driver, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you (including attorneys' fees and costs), pursuant to, arising out of or in connection with the use, inability to use or delay or virus of our software and/or the server that the software is hosted, or (v) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the user (its employees, directors, officers, agents, representatives or affiliated companies)(including attorneys' fees and costs), including any (partial) cancellation, double-booking, strike, force majeure or any other event beyond our control (vi) any information on this software sometimes linked to external sites over which our services have no control and for which we assume no responsibility (vii) any user violation or breach of any term of this agreement or any applicable law or regulation, whether or not referenced herein.

9. Limitation of Liability

The company may introduce you to drivers for the purposes of providing transportation. We will not assess the suitability, legality or ability of any driver and you expressly waive and release the company from any and all liability, claims or damages arising from or in any way related to the driver. The company will not be a party to disputes, negotiations of disputes between you and such driver. **We cannot and will not play any role in managing payments between you and the drivers.** Responsibility for the decisions you make regarding services offered via the software or Driver service (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such drivers and you expressly waive and release the company from any and all liability, claims, causes of action, or damages arising from your use of the software or Driver service or BookTheDriver service, or in any way related to the third parties introduced to you by the software or BookTheDriver service. By accepting the provision

of the Driver services, you acknowledge that BookTheDriver **has no involvement in the contractual relationship between driver and passenger.**

10. Termination

BookTheDriver may notify, suspend or terminate, temporarily or permanently, the account of a User at any time and take appropriate legal action if: (i) the User violates any of the representations, warranties and obligations contained in these Terms Use or any policies and rules adjacent to it, (ii) the User fraudulent practice or fraudulent acts, or (iii) BookTheDriver understands, in its sole discretion, that the activities and attitudes of the User have caused or may cause some damage to third parties or BookTheDriver. The User shall not be entitled to any damages or compensation for the cancellation or suspension of your account on the software.

BookTheDriver may in its sole discretion, for any reason or no reason and at any time alter and/or discontinue providing its services, with or without notice. BookTheDriver shall not be liable for any damage or loss caused by such an alteration/ termination of the BookTheDriver service.

You are under no obligation to use the BookTheDriver service and may simply choose to stop using it at any time.

11. Intellectual Property

Any and all content, including but not limited trademarks, logos, symbols, domain names, trademarks, designs, industrial designs, images, photographs, backgrounds, icons, navigation tools, texts, among others, of the present software or related products and goods displayed on the software are protected by copyright and intellectual property and are owned by BookTheDriver or third parties authorized by BookTheDriver to develop activities on the software. User agrees to respect the intellectual property rights of BookTheDriver and others and is aware that intellectual property in this software can never be used in any manner and in any media without our prior written permission of their owners. BookTheDriver is not liable for damages suffered by a User who has copied, transferred, distributed or otherwise protected content used in this software, violating rights of third parties.

The company hereby grants you a non-exclusive, non-transferable, right to use the software and BookTheDriver service, solely for your own personal, non-commercial

purposes, subject to the terms and conditions of this agreement. All rights not expressly granted to you are reserved by the company and its licensees.

12. Maintenance and Support

BookTheDriver has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this agreement. However, BookTheDriver may from time to time issue upgraded versions of the application, and may automatically electronically upgrade the version of the application that you are using on your mobile phone or on your computer. You consent to such automatic upgrading, and agree that the terms of this agreement will apply to all such upgrades.

13. Assignment

This agreement may not be assigned by you without the prior written approval of the company but may be assigned without your consent by the company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

14. Disputes Subject to Arbitration

Any claim, dispute or controversy arising out of this Agreement (other than claims relating to misuse or misappropriation of the intellectual property of the Company), the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration in New York City, New York by a sole arbitrator under the rules of the American Arbitration Association; provided, however, that (a) the arbitrator shall have no authority to make any ruling or judgment that would confer any rights with respect to the trade secrets, confidential and proprietary information or other intellectual property of the Company upon the Executive or any third party; and (b) this arbitration provision shall not preclude the Company from seeking legal and equitable relief from any court having jurisdiction with respect to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's intellectual property. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. We will do our best to resolve any disputes over this agreement.

15. Miscellaneous

These terms and conditions constitute the entire understanding between user and BookTheDriver with respect to its object, replacing any and all instruments, agreements,

letters and / or contracts, oral or written agreements between the parties with respect to the subject matter described herein prior to the date of your registration as a user. Nothing in the terms and conditions will constitute a partnership, agency relationship, franchise relationship or contract of employment between the parties. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions. The failure by BookTheDriver on demand at any time, to perform any provision of this agreement will not affect in any way the right of BookTheDriver to enforce such provision thereafter.

The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our website (by selecting the English language) or shall be sent to you upon your written request. These Terms of Use shall be governed by the laws of the State of New York.

Driver

Terms and Conditions

BookTheDriver (Driver Application) (“BookTheDriver”) offers its services under the following Terms of use (hereafter collectively referred to as the “Agreement”) that constitute a legal agreement between you and BKTD Inc. , a United States corporation or the appropriate entity (the “Company”). You should read them carefully and use the

BookTheDriver services only if you agree and consent to the agreement. By using the software, you agree to be legally bound by the agreement and the privacy policy found at <https://bookthedriver.com/privacypolicy.pdf> as if You had signed them. We are constantly looking for ways to improve and expand BookTheDriver. We may amend these terms from time to time. The amended terms shall be effective upon posting. Any use after amendment constitutes acceptance of the new terms.

These terms and conditions, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website, our mobile application or any of our applications through whatever platform (hereafter collectively referred to as the “Software”) and/or by completing a booking, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy Policy).

If you do not agree to these terms and conditions including our privacy policy and you are not willing to be bound by them, do not install our application and/or promptly erase it and any part thereof, from your mobile phone or computer and do not use it in any manner whatsoever.

The Software is owned, operated and provided by BKTD Inc. and it is provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

1. Definitions and interpretation

For purposes of this Agreement, the following definitions apply:

- “we”, “us”, “our” and “Company” refers to BKTD Inc. and its affiliate (distribution) partners
- “BookTheDriver” refers to the Driver Application known as BKT Driver App (Android) and TaxiLimo (Iphone).
- “Passenger(s)” refers to the customer or potential lead using/booking a driver or company in the transportation business through our mobile applications or through the website
- “Software” refers to the Mobile and Web applications owned by BKTD Inc and used by you to obtain leads, advertise and manage your driver services.

- “you”, “your”, “yours” and “Driver(s)” refers to the private for hire driver who has completed the registration process for drivers and is an Independent Owner Operator or Transportation Service Business.
- “User (s)” refers to any user of the Software, including you.
- “BookTheDriver services” refers to services rendered by BookTheDriver (Driver’s Application), through the use of its Software, to you.
- “Driver services” refers to transportation services rendered by drivers to passengers.
- “Affiliates”, “Affiliated Drivers” refer to 3rd Party Drivers that are associated with you and who you may work with or refer/transfer bookings to in order to complete Driver services.
- “Originator” refers to the initial Driver who obtained the Lead, job or reservation.

2. Scope of our Service

Through the software we provide an online platform through which drivers have the opportunity to manage, receive transportation leads and the option to be contracted directly by potential passengers looking for a driver through BookTheDriver.

For this purpose, your identification details will be transmitted to the passengers every time the passenger searches for a Driver through BookTheDriver. The passenger will be provided with your first name, surname and/or Business name, telephone number, photograph, your vehicle plate number, type of vehicle, location, languages spoken, Estimated rate, other services/accessories you provide, and your terms and conditions. As soon as you start the application and set yourself to ‘Available’ status, your location can be identified by all passengers and other users. The respective geo-information of the passenger will be specified after the passenger books his or her future reservation with you through the BookTheDriver software.

We are not a licensed private For hire operator, nor a transportation carrier and we do not provide transportation services. We act solely as a managing and lead generator Software application for Drivers and Businesses in the Ground transportation industry between you and the passenger. From the point at which you accept to transport a passenger through BookTheDriver, you enter into a direct (legally binding) contractual relationship with the passenger that has booked you. It is up to you to offer transportation services which may be scheduled and dispatched, referred, transferred or

sub-contracted out to your affiliates through use of the software or BookTheDriver services. BookTheDriver Driver offers information and a method to obtain passengers, but does not intend to provide driver services or act in any way as a transportation carrier, and has no responsibility or liability for the passengers using BookTheDriver or our Software.

When rendering our services, the information that we disclose is based on the information provided to us by the users. As such, the users are fully responsible for informing us with their updated information and indicate directly by themselves their availability, which is displayed on our software. Although we will use reasonable skill and care in performing our BookTheDriver services we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our software or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each user remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information displayed on our software. Our software does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or rating of any user made available.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our software for any commercial or competitive activity or purpose beyond its intended use.

3. Charges

Subject to the terms of this agreement, the Driver shall pay BKTD Inc. 1% of the Gross charge for each lead, whether the job was completed or not by Driver, plus a \$.25 cent transfer fee on transfers if the lead has been transferred from Originator to Affiliated Driver and Originator charges the Passenger. Fees on Leads that are booked through the BookTheDriver service will be calculated by the software system and totaled at the end of each reservation. This fee is assessed regardless of how the passenger was charged, e.g. via the Software or by other means. BookTheDriver fees are non-

refundable. If fees are not paid or received through charges made within the Software you will receive a bill for the amount owed. You shall have to make payment for the services rendered the previous month, within the first fourteen (14) Calendar days of the month. You accept that the relevant invoice can be sent to you by electronic means. Any delay or failure to pay any invoice, for any reason, shall give the right to BookTheDriver to increase the total amount due by you by default interest of 1% (one percent) per month but never less than a minimum \$5.00 per month. In these cases, BookTheDriver may also in its sole discretion, suspend or cancel your access to the software.

The driver who makes the Charge is responsible to bear any taxes, fees or charge levied on the payment of the above fee.

Our service to the passengers is free of charge. We will not charge the passenger, as he or she will pay you directly for your services either through your Stripe Merchant Account or some other means determined by you and the passenger.

Payments to Affiliates: when reservation is transferred as a Prepaid.

Affiliate Payments that are agreed upon by Originator with Driver Affiliates are sent out automatically by the software application on Originator's behalf. Affiliate payments are sent out 2 days after funds clear the account that made the charge.

Any payment disputes between Originator and/or Affiliates should be handled directly by the disputing parties. The company will not be a party to disputes, negotiations of disputes between Affiliates and/or Originators.

Referral fee to Originator: when reservation is transferred as a referral.

The Originator agreed upon referral fee is automatically sent out to Originator by the software application on Affiliate's behalf 2 days after funds clear the account that made the charge. If passenger is charged below the agreed upon referral fee the software will not send out the agreed upon referral fee to Originator, at which point Affiliate and Originator will have to resolve this issue amongst themselves. The company will not be a party to disputes, negotiations of disputes between Affiliates and/or Originators.

4. Privacy

BookTheDriver uses high ethical standards and respects your privacy and the privacy of all the users that utilize our Software. Save for disclosures required by law in any relevant jurisdiction, we will not disclose your personal information to third parties without your consent. However, we reserve the right to disclose your personal information to our affiliated (group) companies (in and outside United States), including our and our affiliated (group) companies' employees and our trusted agents and representatives who have access to this information with our permission and who need to know or have access to this information to perform our service (including customer services and internal (audit/compliance) investigation) to and for the benefit of you. Please have a look at our privacy statement for further information.

5. Registration and Use of our software

You can only use BookTheDriver if you have registered to do so.

Only individuals who are legally entitled may register on BookTheDriver . If you reside in a jurisdiction which restricts the use of the BookTheDriver services because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the software and BookTheDriver service. If you are not legally entitled and/or have had your account suspended or canceled, temporarily or permanently, you cannot register.

You are also bound by the regulations applicable to you in relation to the use of the services of BookTheDriver especially any local laws, tariffs and tariff rules applicable to a transportation business and/or service provider. You should accept orders for transport only insofar as permissible in accordance with the applicable provisions.

You may only use the application if in possession of all the approvals necessary for a transportation business or if you are employed by the holder of this approval, and comply with and fulfill all statutory requirements governing a transportation business.

You must furnish evidence of such prerequisites at any time a user or BookTheDriver may request you to. **In addition, a user who is an employee shall ensure that his employer (Independent Contractor or Transportation business) approves the use.**

Any changes in this regard shall be made known to BookTheDriver promptly. The requirements of applicable local road traffic regulations must be complied with while using it.

You must complete the registration form available on our software, if interested to use our services as a **passenger** or as **driver**. The forms and applications for passengers are different than the drivers.

By registering on BookTheDriver, you agree:

1. to provide true, accurate, complete and updated information about yourself at the registration form, and update them whenever necessary. BookTheDriver is not obligated to monitor or control the accuracy of information provided by you. If any information provided by you is not in accordance with these provisions or if BookTheDriver has reasonable grounds to suspect that such information is **not accurate**, BookTheDriver has the right to refuse your registration, whether as passenger or as driver, and suspend or terminate immediately, regardless of notice, the registration of your account and refuse any and every use, present or future, of the BookTheDriver services that require registration. In this case, you shall not be entitled to any indemnity or compensation for the refusal, suspension or cancellation of your registration.
2. You agree to allow your profile to be displayed publicly to generate leads and reservations.
3. that you will not use BookTheDriver: for any unlawful purpose; in any way that interrupts, damages, impairs or renders BookTheDriver less efficient; to transfer files that contain viruses, trojans or other harmful programs; to access or attempt to access the accounts of other users or to penetrate or attempt to penetrate any security measures; to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; to advertise or promote third party or your own products or services that are outside this terms of use scope;
4. to refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation
5. and acknowledge that we have limited control over the nature and content of information and chat transmitted or received by you or other users of BookTheDriver. Although we reserve the right to do so, we do not monitor such content in the usual course of business and will not be liable for any such

content. If you have a complaint about another user please contact us via the app or website;

6. to comply with all applicable laws from your home nation, the country , state and city in which you are present while using the software or BookTheDriver service;
7. not to process or disclose to third parties, any personal data of other participants that is transferred or otherwise made known to you. This shall not apply only if the consent of the other user is obtained;
8. to treat passengers introduced to you through BookTheDriver with respect and not to cause any damage to them;
9. to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of this agreement.
10. that the nickname or email (e.g xxx@yahoo.com) that you use to register on the Software shall not resemble BookTheDriver or BKTD or BKTDINC company name. Also nicknames deemed offensive may be deleted, as well as containing a URL or email address.
11. that you shall not use BookTheDriver service or software to cause nuisance, annoyance or inconvenience
12. that by accessing and using the BookTheDriver services via mobile devices, or by using certain mobile features, you may incur fees from the provider or carrier of the mobile services that you use ("Carrier") and you are solely responsible for the payment of such fees.
13. that you shall update your status of availability in the application at all times, so that potential passengers participating in BookTheDriver can always identify the current status of your availability
14. that since you can be identified via the activated application by nearby participating potential passengers, you may accept transportation orders subject to the legislation applicable to you, provided that the application is activated and you are free.
15. to respond to a passenger transportation order request in a timely manner.

16. to assume all expenses, costs, fees, taxes and contributions for maintenance and operation of the vehicle used by you, including fuel costs, cleaning tools, equipment, automobile taxes, inspections, repairs, reviews, among others;
17. to maintain and operate the technical equipment and operational procedures to access the software, such as mobile phone mode or tablet that is compatible with the software, Internet connection, packet data, GPS, among others
18. at your sole responsibility are any fines, penalties, administrative or judicial proceedings incurred by you because of the exercise of your activity or the provision of driver services.
19. to provide and display in your vehicle advertising and promotional material placed in such a place so that the passengers may view and reach easily. Such materials, are provided to you by BookTheDriver.

You are solely responsible for maintaining the confidentiality of your password chosen by you at your registration at BookTheDriver. BookTheDriver is not responsible for any harm resulting from disclosure of your password from yourself to third parties or use of your password by a third party to access your account. In the event of any unauthorized use of your account, you must immediately notify BookTheDriver at support@bookthedriver.com .

The user may change at any time its registration information according to our Privacy Policy.

If you accept the engagement and you want to cancel it for any reason, you must cancel by specific action on the software. Users acknowledge that BookTheDriver is not liable for any delays, cancellations, failure to provide Driver services between the passenger and driver, nor for any delay or failure in the provision of Driver services, or BookTheDriver services.

6. Prohibited Uses

Except as specifically permitted herein, without the prior written consent of BookTheDriver you agree not to: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the software; and (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this agreement with or to anyone else; (iii) copy, distribute or reproduce the application for the benefit of third parties; (iv) disclose the results of any benchmarking of the application, or use

such results for your own competing software development activities; and/or (v) modify, disassemble, decompile, reverse engineer, revise or enhance the software or attempt to discover the software's source code.

7. Ranking and passenger reviews

You agree that the passengers carried by you may evaluate the services provided by you (you and driver Affiliates). When doing so, passengers shall be obliged to be objective in their evaluation.

The completed passenger review may be (a) uploaded onto the relevant driver information page on our software for the sole purpose of informing (future) passengers of the passenger's opinion of the service (level) and quality of the driver, and (b) (wholly or partly) used and placed by BookTheDriver at its sole discretion (e.g. for marketing, promotion or improvement of our service) on our software or such social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by BookTheDriver. We reserve the right to adjust, refuse or remove reviews at our sole discretion. The passenger review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

7.a. Ranking between Driver Affiliates and Originators (Professionalism rating)

You agree that your driver Affiliates and Originators can rate you when you complete a reservation that was transferred to you by them and vice versa.

The completed Affiliate review may be (a) uploaded onto the relevant driver information page on our software for the sole purpose of informing (future) drivers of the Affiliate's opinion of the of the driver and his service, and (b) (wholly or partly) used and placed by BookTheDriver at its sole discretion (e.g. for marketing, promotion or improvement of our service) on our software or such social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by BookTheDriver. We reserve the right to adjust, refuse or remove reviews at our sole discretion. The Affiliates review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

8. Disclaimer

By entering into this agreement and using the software or BookTheDriver service, to the extent permitted by law, you agree that you shall defend, indemnify and hold the company, its licensors and each such party's parent organizations, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, shareholders, officers, directors, employees, representatives, members, attorneys, licensees, agents, or others involved in creating, sponsoring, promoting, or otherwise making available the software and its contents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including personal data, comments, and ratings) of the users as made available on our software, (iii) the services rendered by the driver, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you (including attorneys' fees and costs), pursuant to, arising out of or in connection with the use, inability to use or delay or virus of our software and/or the server that the software is hosted, or (v) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the user (its employees, directors, officers, agents, representatives or affiliated companies)(including attorneys' fees and costs), including any (partial) cancellation, double-booking, strike, force majeure or any other event beyond our control (vi) any information on this software sometimes linked to external sites over which our services have no control and for which we assume no responsibility (vii) any user violation or breach of any term of this agreement or any applicable law or regulation, whether or not referenced herein.

9. Limitation of Liability

The company may introduce you to passengers for the purposes of providing transportation. We will not assess the suitability, legality or ability of any passenger and you expressly waive and release the company from any and all liability, claims or damages arising from or in any way related to the passenger. The company will not be

a party to disputes, negotiations of disputes between you and such passenger. **We cannot and will not play any role in managing payments between you and the passengers.** Responsibility for the decisions you make regarding services offered via the software or driver service (with all its implications) rests solely with you. We will not assess the suitability, legality or ability of any such passengers and you expressly waive and release the company from any and all liability, claims, causes of action, or damages arising from your use of the software or driver service or BookTheDriver service, or in any way related to the third parties introduced to you by the software or BookTheDriver service. By accepting the provision of the BookTheDriver services, you acknowledge that BookTheDriver **has no involvement in the contractual relationship between driver and passenger** and has no involvement in the contractual relationship between driver and driver's Affiliates and/or Originators.

10. Termination

BookTheDriver may notify, suspend or terminate, temporarily or permanently, the account of a user at any time and take appropriate legal action if: (i) the user violates any of the representations, warranties and obligations contained in this agreement or any policies and rules adjacent to it, (ii) the user fraudulent practice or fraudulent acts, or (iii) BookTheDriver understands, in its sole discretion, that the activities and attitudes of the user have caused or may cause some damage to third parties or BookTheDriver, (iv) you are no longer authorised to provide transportation with taxis or for hire cars, (v) you fail to comply with your obligation to pay the charges promptly.

The User shall not be entitled to any damages or compensation for the cancellation or suspension of your account on the software.

BookTheDriver may in its sole discretion, for any reason or no reason and at any time alter and/or discontinue providing its services, with or without notice. BookTheDriver shall not be liable for any damage or loss caused by such an alteration/ termination of the BookTheDriver service.

You are under no obligation to use the BookTheDriver service and may simply choose to stop using it at any time, as long as you have settled your fiscal obligations towards BookTheDriver.

Upon termination of this Agreement or cancellation or suspension of your account, for whatever reason, the consideration payable by you to BookTheDriver relating to

services rendered to the date of such termination, cancellation or suspension shall become immediately due.

11. Intellectual Property

Any and all content, including but not limited to trademarks, logos, symbols, domain names, trademarks, designs, industrial designs, images, photographs, backgrounds, icons, navigation tools, texts, among others, of the present software or related to products and goods displayed on the software are protected by copyright and intellectual property and are owned by BookTheDriver or third parties authorized by BookTheDriver to develop activities on the software. User agrees to respect the intellectual property rights of BookTheDriver and others and is aware that intellectual property in this software can never be used in any manner and in any media without our prior written permission of their owners.

BookTheDriver is not liable for damages suffered by a User who has copied, transferred, distributed or otherwise protected content used in this software, violating rights of third parties.

The Company hereby grants you a non-exclusive, non-transferable, right to use the software and BookTheDriver service, solely for your own personal, non-commercial purposes, subject to the terms and conditions of this agreement. All rights not expressly granted to you are reserved by the company and its licensees.

12. Maintenance and Support

BookTheDriver has no obligation to provide support, maintenance, upgrades, modifications, or new releases under this agreement. However, BookTheDriver may from time to time issue upgraded versions of the application, and may automatically electronically upgrade the version of the application that you are using on your mobile phone or on your computer. You consent to such automatic upgrading, and agree that the terms of this agreement will apply to all such upgrades.

13. Assignment

This agreement may not be assigned by you without the prior written approval of the company but may be assigned without your consent by the company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

14. Disputes Subject to Arbitration

Any claim, dispute or controversy arising out of this Agreement (other than claims relating to misuse or misappropriation of the intellectual property of the Company), the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration in New York City, New York by a sole arbitrator under the rules of the American Arbitration Association; provided, however, that (a) the arbitrator shall have no authority to make any ruling or judgment that would confer any rights with respect to the trade secrets, confidential and proprietary information or other intellectual property of the Company upon the Executive or any third party; and (b) this arbitration provision shall not preclude the Company from seeking legal and equitable relief from any court having jurisdiction with respect to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's intellectual property. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. We will do our best to resolve any disputes over this agreement.

15. Miscellaneous

These terms and conditions constitute the entire understanding between user and BookTheDriver with respect to its object, replacing any and all instruments, agreements, letters and / or contracts, oral or written agreements between the parties with respect to the subject matter described herein prior to the date of your registration as a user.

Nothing in the terms and conditions will constitute a partnership, agency relationship, franchise relationship or contract of employment between the parties.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

The failure by BookTheDriver on demand at any time, to perform any provision of this agreement will not affect in any way the right of BookTheDriver to enforce such provision thereafter.

The original English version of these terms and conditions may have been translated into other languages. The translated version is a courtesy and office translation only and

you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our website.

16. Privacy Statement

Your privacy is important to BookTheDriver. So we have developed a Privacy Policy that covers how we collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices by going to <https://bookthedriver.com/privacypolicy.pdf> in order to view the policy. This privacy policy applies to all of our BookTheDriver services or Software.