

We offer our eCabs Services under the following Terms & Conditions that constitute a legal agreement between you and the Company. You should read them carefully and use the eCabs Services only if you agree and consent to the Agreement. By using the eCabs App, you agree to be legally bound by the Agreement and the Privacy Policy.

These Terms & Conditions, as may be amended from time to time, apply to the use of our eCabs Services. Any use after amendment constitutes acceptance of the new terms.

By accessing, browsing and using our website, our mobile application, through our Platform and/or by accepting and/or completing a booking, you acknowledge and agree to have read, understood and agreed to the Terms & Conditions set out below including the Privacy Policy.

## **1. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meaning:

“Account” means the account that each driver must apply for to use the eCabs App and the Platform to access information and documents regarding the use of the eCabs Services.

“Agreement” means any agreement between the Driver and the Company regarding the use of eCabs Services consisting of these Terms & Conditions, the Driver’s Privacy Policy and any other additional terms and conditions or documents referred to herein or agreed in the future between Driver and the Company.

“Company” means eCabs Operators Company Limited

“Company Fee” means the fee that Driver is obliged to pay to the Company for using the Platform and any VAT and/or any other applicable tax due.

“Driver”, “you”, “your” or “yours” mean a driver who has completed the registration for drivers and is accepted by us to participate as a Driver. This definition shall extend to any licenced Fleet Operator whose employees or authorised personnel may legally carry out Transport Services by using the Account.

“Fleet Operator” means any company, entity or person in possession of an Operator Licence who employs its own personnel.

“eCabs Services” means the services that the Company provides, including provision and maintenance of eCabs App, the Platform, Payment Method, customer support, communication between the Driver and the Passenger and other similar services.

“eCabs App” means the smartphone and/or any portable device and/or any web application/s for Drivers and Passengers to request/receive/offer Transport Services. This includes both the passenger application and the driver’s application.

“Operator Licence” - Operator’s licence to offer Transport Services issued by Transport Malta

“Payment Method” means cards, carrier billing and other payment methods used by the Passenger using the eCabs App to pay for the Transport Services.

“Passenger(s)” means the customer using or booking a Transport Service through our eCabs App.

“Passenger Fee(s)” means the fee a Passenger is obliged to pay Driver for provision of the Transport Services which shall be inclusive of VAT if applicable and/or any other applicable tax due as determined by us from time to time.

“Platform” means the technology connecting Passengers with Drivers to assist them to travel between locations of their choice.

“Terms & Conditions” – these terms.

“Transportation Service(s)” means Light Passenger Transport Services, Chauffeur Driven Services and Passenger Transport Services in terms of the Motor Vehicles Regulations (Subsidiary Legislation 65.11 of the Laws of Malta) and the Passenger Transport Services Regulations (subsidiary legislation 499.56 of the Laws of Malta) and Subsidiary Legislation 499.68light Passenger Transport Services and Vehicle Hire Services Regulations

“Us”, “we” or “our” mean the Company.

“User(s)” means any user of the eCabs App which shall include both Passengers and Drivers.

## **2. SCOPE OF OUR SERVICE**

Through our Platform, Drivers have the opportunity to receive transport requests and the option to be contracted by potential passengers looking for a transport service. We are an intermediary booking service platform whereby Transport Services may be booked by Passengers from Drivers. By means of Licence Number BPS002, we are authorised by Transport Malta to operate as a booking platform in terms of L.N. 366 of 2020. We have an office established in Malta where all booking data shall be kept. We offer the service of connecting Passengers with Drivers to move around between locations of their choice.

For this purpose, your identification details will be transmitted to the Passengers every time the Passenger searches for a Transport Service through eCabs App. Passengers will be provided with your first name and surname, telephone number, image photo, your vehicle registration number, type and specifications of vehicle, location, languages spoken and performance rating. As soon as you start the eCabs App and set yourself as available, your location can be identified by all Passengers and other users. The respective geo-location of the Passenger will be specified after the Passenger hails you through the eCabs App.

We do not provide transportation services but act solely as a channel of communication between you and the Passenger. From the point at which you accept to transport a Passenger, you enter into a direct contractual relationship with the Passenger that has booked you. It is up to you to offer Transport Services which may be scheduled through use of the eCabs App and to comply with all applicable legislation, including compulsory insurance legislation and passenger safety. We have no responsibility or liability whatsoever for any claims, suits, losses, damages, expenses, consequential loss or otherwise, arising out of or in connection with or in respect of any death or injury to any person whatsoever, and in respect of any loss or damage to any property whatsoever, which may arise in relation to a Transport Service. Consequently you, and not us, are responsible and liable for any such claims, suits, losses, damages, expenses, consequential loss or otherwise, arising out of or in connection with or in respect of any death or injury to any person whatsoever, and in respect of any loss or damage to any property whatsoever, which may arise in relation to a Transport Service. Neither are we responsible or liable for damages you may incur while providing a Transport Service. 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 eCabs App. Although we will use reasonable skill and care in performing our 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, any interruptions howsoever due including breakdown, repair, upgrade or maintenance of our eCabs App 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 information displayed on our eCabs App.

You may not to download or reproduce or use in any other manner any content or information, software, products or services available on our eCabs App for any commercial or competitive activity or purpose. In order to maintain the Account, you may be required from time to time to provide further information and/or documentation.

### **3. ENTRY INTO THE AGREEMENT**

In order to make use of the eCabs Services, you must sign up by providing the requested information and uploading necessary documentation as required by us. Upon successful completion of the signup application, we will provide you with a personal Account that you may access through a username and password.

By signing up, you represent, warrant and agree as follows –

- you are legally entitled to enter into this Agreement with us to use the Platform and for providing the Transport Services;
- you have agreed to be bound by these Terms & Conditions & Privacy Policy including all obligations arising from the provision of the Transport Services and this Agreement;
- you have provided true, accurate, complete and updated information about you;
- you will keep your Account accurate and profile information updated at all times; if any information provided by you is not in accordance with these provisions, we have the right to refuse your registration and suspend or terminate immediately without notice the registration of your Account and refuse any and every use, present or future, of the eCabs Services that require registration. We will incur no liability for any such refusal, suspension or cancellation of your registration.
- you will not authorize other persons to use your Account nor transfer or assign it to any other person;
- you will not use the Transport Services for unauthorized or unlawful purposes or in any way that interrupts, damages, impairs or renders us less efficient;
- you will accept orders for Transport Services only insofar as permissible in accordance with the applicable provisions;
- you will only use the eCabs App if in possession of all the approvals and licences necessary for transportation services and comply with and fulfill all statutory requirements governing transportation services;
- you will furnish evidence of such prerequisites at any time a User or the Company may request you to;
- you will comply with all applicable laws and regulations including those relating to this Agreement in any manner whatsoever;
- you will not process or disclose to third parties, any personal data of other Users that is transferred or otherwise made known to you unless if consent is obtained of such other User and according to applicable legislation;
- you will treat Passengers introduced to you through us with respect and not to cause any inconvenience and damage to them;
- you will compensate and indemnify us fully against claims or legal proceedings against us by any other person as a result of your breach of this Agreement;
- you will not use the eCabs Service to cause nuisance, annoyance or inconvenience;
- by accessing and using the eCabs 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 and you are solely responsible for the payment of such fees;
- you will update the status of your vehicle in the activated application at all times, so that potential Passengers can always identify the current status of your vehicle;
- since you can be identified via the activated application by nearby participating potential Passengers, you may only accept available transport orders, provided that the application is activated and your vehicle is available and free;

- you will not make use of another vehicles other than the ones indicated in your when logging into Account;
- to maintain emergency equipment in the vehicle as required by law;
- to immediately respond to contact made by the Passenger, informing him of your option to provide the services or not, at a time that will never exceed twenty (20) seconds or as may be directed to you from time to time. If this time passes and you do not answer it is the equal of rejecting the Passengers contact and you have no means of contacting the Passenger yourself;
- you have informed the Company of any criminal offence you have been found guilty of which offence could reasonable be deemed to be a valid reason for the Company not to enter into these commercial terms with you;
- 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;
- you are to maintain and operate the technical equipment and operational procedures to access the eCabs Services, such as mobile phone mode or portable device that is compatible with the software, Internet connection, packet data, GPS, among others; and
- any fines, penalties, administrative or judicial proceedings incurred by you as a result of the exercise of your activity or the provision of Transport Services are your sole responsibility.

Payment to you of any amounts due to you in terms of these Terms and Conditions will be effected according the Company policy which may vary from time to time. We will incur no liability whatsoever for any incorrect money transactions in case you have provided wrong details.

From time to time we may send you additional requirements and conditions that will be applicable to use our eCabs Services. Failure to comply with such requirements and conditions may lead to termination of this Agreement and the right to use the eCabs Services and this without us incurring any liability whatsoever therefor.

You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details provided to us upon application. In such case, the indicated legal person is considered to be the provider of Transport Services and a party to this Agreement and any further agreements.

Only the specific natural person indicated in the signup process may factually provide the Transport Services. Such natural person may use the account of the Driver only if he/she has read and agrees to be bound by this Agreement. The legal person in the payment details and the natural person factually providing the transport services under the Account shall remain jointly and severally liable for any infringement of this Agreement conducted by the driver.

Upon concluding a separate agreement, a legal person may itself register an account to be used by its employees and/or service providers. In such case the legal person shall be required to ensure that its employees and/or service providers conform to the requirements of the Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The legal person and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

#### **4. LICENCE**

Upon successful completion of the signup application we will grant you a licence to use the eCabs App and the Account. Regardless of the above and if so agreed separately, legal persons may sub-license the eCabs App and the Account to its employees/service providers.

Except as specifically permitted herein, without the prior written consent of the Company you agree not to: (i) use, modify, incorporate into or with other software, or create a derivative work of any part of the software related to the eCabs Services; 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 eCabs App, 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.

The licence granted herein ends contemporaneously with termination of the Agreement. After termination of the Agreement you must immediately stop using the eCabs App and the Account whereupon we will be entitled to block and delete Account without a prior notice.

We may ask you to use tags, labels, stickers or other signs that refer to our eCabs brand or we may otherwise indicate that you are using the Platform. We grant you a non-exclusive, non-sublicensable, non-transferable licence to use such signs and only for the purpose of indicating you are providing Transport Services via the Platform. After termination of the Agreement you must immediately remove and discard any signs that refer to the eCabs brand.

## **5. 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 products related to the eCabs Services are protected by copyright and intellectual property and are owned by us or third parties authorized by us to develop activities thereon. You are to respect our intellectual property rights and that of others.

We are not liable for any damages, costs or expenses that may be suffered or incurred by you as a result of any breach of the obligations herein specified.

## **6. PROVISION OF TRANSPORT SERVICES**

You are to provide the Transport Services in accordance with the provisions of this Agreement as well as any applicable laws and regulations. You are to ensure that you are in possession of valid licences and permits at all times and are covered by a motor insurance policy as required by Chapter 104 of the Laws of Malta and other insurance that may be deemed prudent in relation to the provision of the Transport Services. You may be required to furnish evidence of any such licences and permits, approvals or other registrations, policies and certifications that may be necessary for the provision of the Transport Service in terms of all applicable laws and regulations.

You are to act professionally in the provision of the Transport Service and to respect at all times the Passengers making use of the Transport Service. You are also to act in the best interest of the Passenger and ensure that you take the most cost-efficient route for the Passenger unless otherwise explicitly requested by him or her. You may not make any unauthorized stops during the provision of any Transport Service. You are to adhere at all times with traffic laws and regulations. You are not to allow any other person to accompany you or otherwise make use of the Transport Service other than the Passenger and any accompanying passengers.

You will retain the discretion as to when to provide the Transport Service and you also have the right to accept, decline or ignore any requests made by potential Passengers for Transport Services.

All costs incurred in the provision of the Transport Service are incurred by you. Such costs include the equipment for the provision of the Transport Service and the costs, expenses and taxes incurred in the course of performing the Transport Services.

You confirm that you have all the necessary requirements in terms of L.N. 366 of 2020 including but not limited to an employment licence where necessary.

## **7. PASSENGER FEES**

For every Transport Service provided to Passengers accepted on the Platform you are to charge the Passenger Fee based the fee, as determined by the eCabs App. Any request for corrections to the Passenger Fee must be submitted via the eCabs App.

We reserve the right to adjust the Passenger Fee if we determine a violation or a technical error that affects the Passenger Fee. In justified circumstances such as in case of fraud or complaints, we may reduce or cancel the Passenger Fee.

We may issue an invoice on your behalf to the Passenger in order to compensate you any Passenger Fees, contractual penalties or other fees that may be due to you by a Passenger. The invoice will be made available to you via your Account.

The Passenger Fee is paid either directly to you or through the Payment Method system as further detailed below. If the Passenger has opted to pay you directly, then it is your responsibility to collect the Passenger Fee. We will send a notice of debt to the Passenger on your behalf if he fails to effect payment. Such act is not to be construed as an obligation on our part to compensate the Passenger Fee not paid by the Passenger. If a Passenger justifiably refuses to pay the Passenger Fee due to inaccurate information in the eCabs App, we will not reimburse you for such expenses.

We will provide Passengers following provision of Transport Service with a statement showing the company name, if applicable, place of business, VAT number, name and surname of Driver together with image photo, car registration number, details about the journey including date, time, start and end locations and Passenger Fee paid.

You may request Passengers to pay a penalty in the amount established in our eCabs App and request compensation in excess of such penalty amount from Passengers in the event that Passengers damage the vehicle or its interiors negligently. We will endeavor to collect the penalty from the Passenger on your behalf if the Passenger fails to do so upon request. This is not to be construed as any responsibility on our part to make good for such penalty or any other amount incurred or suffered as a result of such negligent act on the part of the Passenger.

## **8. PAYMENT METHOD**

Passengers are able to effect payment for Transport Services either through cards, carrier billing or other payment methods directly available in the eCabs App, that is, the Payment Method.

You hereby authorise us to collect on your behalf the Passenger Fees or other amounts paid by the Passenger via Payment Method. Any payment obligation made by the Passenger via the Payment Method will be considered completed as of the time that the payment has been made.

The possibility for Passenger to pay via the Payment Method may not be refused by you and you may not exercise any act so as to dissuade Passengers from using the Payment Method system. If you refuse the Payment Method we will be entitled to impose on you a penalty in the amount of five hundred Euro (€500) for every such refusal. We will in such event also reserve the right to block your Account, and this without incurring any liability whatsoever therefor.

The amounts collected through the Payment Method system less amounts due to us will be credited to your bank account by not later than forty-five (45) days from the date that our bank account has been credited.

We will not be obliged to pay you any Passenger Fees if the Payment Method failed because Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons.

In the event that you mistake the identity of the Passenger to whom the Transport Service was to be provided, we will reimburse the Passenger Fee. We will incur no liability whatsoever for the Passenger Fee in such case. We reserve the right to impose on you a penalty for every wrongfully applied Payment Method effected.

We will have the right to set off any Passenger Fees due to you via the Payment Method system against amounts due to us in terms of this Agreement.

## **9. FISCAL OBLIGATIONS**

Any and all fiscal obligations arising in connection with the provision of the Transport Service in relation to this Agreement shall be your sole responsibility. Likewise, any obligation relating to income tax, social security contribution or other applicable tax or any obligation relative to employment shall be your sole responsibility.

## **10. COMPANY FEES**

In consideration of our eCabs Services provided to you, we will charge you a Company Fee levied as a percentage of the Passenger Fee of each and every Transport Service provided by you together with VAT due on the Company Fee. The percentage amount will be communicated to you either through the eCabs App, email, Telegram, your Account or any other means of communication being used by the Company at the time. You agree that the Company Fee may vary from time to time. We will inform you of any such variations prior to implementation through the channels indicated in this Article. Company Fees are payable monthly in arrears. Interest at the highest rate allowed by law will be charged in case of late payments.

## **11. RANKING AND PASSENGER REVIEWS**

In order to guarantee high-quality service and provide additional reassurance to Passengers, you hereby acknowledge that the Passengers may provide you a performance rating and leave feedback regarding the quality of the Transport Services that you have provided. Your average performance rating will be linked to your Account and will be available to Passengers at eCabs App. We may also provide you with your activity score. In the event that your average performance rating or activity score are below a minimum average performance rating and activity score determined by us from time to time we may ask you to increase your average performance rating or activity score to minimum level within a specific period of time. If after such time you will not have so increased your average performance rating or activity score, your Account will, after due notification, be automatically suspended either temporarily or permanently in our sole discretion. We may reverse the suspension of your Account on a case by case basis.

## **12. INDEPENDENT RELATIONSHIP**

You hereby acknowledge and agree that we are not transport service providers but a technology platform. The provision of Transport Service is provided by you independently or via a company as an economic and professional activity.

You further hereby acknowledge and agree that you are not our employee and that there is no employment relationship between you and us. There is neither a joint venture or a partnership between you and us. In this respect, you may not act as an employee, agent or our representative nor bind us in any manner whatsoever. You further acknowledge that it is you who requested to use the Company's service where you specifically stated that you had no interest in being an employee of the Company.

You hereby acknowledge that

- (i) you are free to login to your Account at will and without any imposition of hours to be worked by the Company.
- (ii) you are not using Company property to carry out Transport Services other than the eCabs App;
- (iii) you are in no way precluded from working with similar platforms or carrying out any other work unrelated to the transport industry.

## **13. DISCLAIMER AND LIABILITY**

To the maximum extent permitted by law, you agree that the Company, its shareholders, officers, directors, employees, representatives, or others are not liable for:

- i. any and all claims, costs, damages, losses, liabilities and expenses that you may incur as a result of using the eCabs Services including but not limited to any direct, 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 and any other type of loss or damage,
- ii. any inaccuracy relating to the information (including personal data, comments, and performance

- ratings) of the Users as made available on our eCabs Services,
- iii. the services rendered by you,
  - iv. any direct, indirect or consequential damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay or virus of our eCabs Services and/or the server that the eCabs Services are hosted,
  - v. for any personal injury, death, property damage, or other direct, indirect, special or consequential damages, losses or costs suffered, incurred or paid by you, whether due to acts, errors, breaches, negligence, misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or wholly or partly attributable to the User and/or its employees, directors, officers, agents or representatives, including any cancellation partial or otherwise, double-booking, strike, force majeure or any other event beyond our control, unless through willful misconduct or gross negligence,
  - vi. any information on the eCabs Services 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.

Our Platform is provided on a “telle quale” and “as available” basis and we thus do not represent, warrant or guarantee that access to our Platform will be uninterrupted or error free. Moreover, we cannot guarantee that your usage of our Platform will result in any Transport Service requests given that this depends on the input of Passengers.

Without prejudice to the above, our total aggregate liability arising out of or in connection with this Agreement shall in no case exceed five hundred Euro (€500).

We are not liable for the actions or non-actions of the Passenger or co-passengers and are not liable for any loss or damage that may incur to you or your vehicle as a result of actions or non-actions of the Passenger or co-passengers.

#### **14. INDEMNITY**

You are liable for breach of this Agreement or any other applicable laws or regulations and must remedy such breach immediately after receipt of a written notice from us or any competent authority. You are to indemnify us and hold us harmless for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may incur in connection with your breach of this Agreement and laws and regulations.

In the event that a Passenger presents any claims against us in connection with your provision of Transport Services, then you are to compensate such damage, costs and expenses to us in full within seven (7) days from date of written request by us together with legal costs.

#### **15. TERMINATION**

In addition to the right to terminate this Agreement as elsewhere provided in this Agreement, we may, in our sole discretion, suspend or terminate, temporarily or permanently, the Account of a User at any time where we deem fit by giving one week’s notice where no reason is provided and immediately:

- i. if you violate any of the representations, warranties and obligations contained in this Agreement or any policies and rules,
- ii. if you act or practise fraudulently or have caused or may cause damage to third parties,
- iii. if you are no longer authorised to provide transportation services,
- iv. if you fail to comply with your obligation to pay the charges promptly, or fail to carry a Passenger after accepting an order,
- v. if you are found guilty of any criminal offence which in the Company means that you can no longer satisfy the good repute requirement to carry out the Transport Services in terms of this Agreement. If you are found guilty but have opted to appeal the judgement, the Company may opt to suspend your account pending the outcome of the appeal.
- vi. if according to the Company’s policy at the time, you are deemed to be inactive.



vii. if at any time Login details do not correspond to actual driver and/or vehicle and/or if at anytime the company is unable to establish driver details or vehicle information.

The above shall be without prejudice to our right to take appropriate legal action.

The Company will incur no liability for damages or compensation for the termination, cancellation or suspension of your Account.

Without prejudice to the above, we may in our sole discretion, for any reason or no reason and at any time alter, suspend and/or discontinue providing our eCabs Services, with or without notice. We will not be liable for any damage or loss caused by such an alteration, suspension or termination of the eCab Service.

Upon termination of this Agreement or cancellation or suspension of your Account, for whatever reason, the consideration payable by you to us relating to eCabs Services rendered to the date of such termination, cancellation or suspension shall become immediately due.

User has the right to terminate this Agreement by giving one week's notice through the eCabs App or by email to us. Upon termination, we shall have the right to delete the User's Account.

## **16. NOTICES**

You are to immediately notify us of any changes to the information provided.

## **17. FINAL PROVISIONS**

By signing these Agreement, you agree to the terms of the Driver's Privacy Policy which shall serve as a Data Processing agreement for all intents and purposes of the law.

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malta. Any dispute concerning the interpretation, breach or enforcement of this Agreement shall be subject to the exclusive jurisdiction of the Maltese Courts.

If any provision of this Agreement is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.