

## Legal terms for riders, drivers and service providers

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### Cabbi Terms and Conditions for Riders

Cabbi is a web-based app for ordering a transportation; it communicates transportation service requests to the transportation service providers who have been registered as users of the Cabbi system. The private limited company Cabbi SA Pty LTD (REG : 2012/014264/07), founded South Africa, is the holder of rights and service provider of the Cabbi app.

#### 1. Using the Cabbi app

1.1 The use of the Cabbi app requires installation of the software and registration of a user account. During the installation of the Cabbi app, the mobile number and email address of the Cabbi service user is linked to the respective user account and added to the database.

1.2 When using the Cabbi app, the user can choose whether he/she wishes to pay for the transportation service by cash to the driver or use a credit/debit card or Cabbi wallet.

1.3 Any complaints can be sent to our support team via email [info@Cabbi.co.za](mailto:info@Cabbi.co.za) or by calling our support line 0860112765

#### 2. User payments

2.1 The user of the Cabbi app can pay for the transportation service with a credit card payment, which requires the prior activation of the credit card data within the app and acceptance of Cabbi Terms and Conditions.

2.2 Mobile payments can be made by a user of the Cabbi app who has concluded a mobile payment agreement.

2.3 When making credit card and mobile payments, the receiver of the payment is Cabbi SA Pty Ltd, who forwards the received payment to the transportation service provider.

2.4 When making credit card and mobile payments, a service fee is added per each order of transportation service. The named service fee includes payment commission fees, incl. Visa / MasterCard service fees. The amount of the service fee is displayed in the mobile app. In the event that the mobile payment intermediary enacts a fee for the usage of the payment service, which has to be paid by the customers separately, then the named fees are not included in the Cabbi credit card and mobile payment fee.

2.5 The intermediation of credit card payments in the Cabbi app is processed and authorised by PAYGATE Pty LTD subject to the following conditions [www.paygate.co.za](http://www.paygate.co.za)

2.6 Cabbi shall be responsible for the functioning of credit card payments and offers card owners support in solving problems. The resolution of credit card and mobile payment related disputes also takes place through Cabbi. The contact for Cabbi credit card and mobile payment support service is: info@Cabbi.co.za and phone number 0860112765 – Inquiries submitted by e-mail shall receive a response within two business days. Cabbi shall resolve all credit card and mobile payment related complaints and applications within three business days.

2.7. When offering credit card and mobile payments, Cabbi acts as the economic agent of transportation service providers by intermediating payments made in the Cabbi app. The obligation of the customer in front of the transportation service provider shall be considered fulfilled as of the moment when the payment order is made for the payment of funds into the Cabbi bank account. Cabbi shall not be responsible for the exercise of the customer's payment order.

### 3. Ordering or cancelling a transportation service

3.1 If the Cabbi app user orders a transportation and the driver has confirmed the receipt of service then the transportation is considered pre-ordered.

3.2 Cancelling the use of an ordered transportation is considered to be the situation where the driver has notified about the receipt of an order and the Cabbi app user waives the transportation service after receipt of the notice.

3.3 Cancelling the use of an ordered transportation is also considered to be the situation where the user of the Cabbi app or people whom the transportation was ordered for do not appear in the vehicle within 8 minutes as of the time when the driver notified them about the arrival of the vehicle in its destination.

3.4 In case of cancelling the transportation service the Cabbi app user has to pay R25.00 as a penalty fee. In the event that the Cabbi user notifies about the cancelling of transportation service within 5 minutes as of receiving of the notification concerning the receipt of the order through Cabbi, the user does not have to pay the penalty fee.

3.5 We have the right to revoke the right to use the app if the user has waived the use of transportation service on 3 successive instances in one 24 hour period. In that case the app notifies the user about the number of cancellations and after waiving the 3rd time, Cabbi cancels the usage right. Cabbi usage right can be cancelled for up to twelve months. After that the user can reactivate his/her user account by contacting the local team via email.

### 4. Use of the Cabbi app

4.1 Cabbi is a mobile app enabling the persons requiring a transportation service to find a suitable provider by sharing data on their geographic location.

4.2 The use of the Cabbi app is based on a non-exclusive licence issued by Cabbi SA Pty LTD. The licence agreement is valid for a non-limited period and is free of charge for the customer. In case of any faults in the software, we shall endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee unlimited faultless functioning of the app at all times. We shall also accept no liability for any losses incurred as a consequence of the Cabbi app not functioning or not being usable in the desired manner. In the event that the customer's right to use the app is cancelled, the corresponding non-exclusive licence shall also be repealed.

4.3 As the Cabbi app is a means of communication between customers and transportation service providers, Cabbi cannot influence or take any responsibility for the quality or defects of the service. For this reason, we are unable to guarantee consistently accurate and faultless provision of transportation services located via Cabbi. For resolving complaints please contact our support team (referred to in clause 1.3).

4.4 The Cabbi app does not constitute an offer or brokerage of transportation for customers. The Cabbi app is not a means for organising the provision of transportation services. It is also not an agency service for finding customers for transportation providers.

4.5 The consumer's right of refund (withdrawal) is not applied to Cabbi app orders.

5. By registering an account with Cabbi, a customer shall accept the following conditions

5.1 Cabbi shall have the right to add the personal data of the app user to the Cabbi database and to forward the personal data to transportation service providers in accordance with Cabbi's Privacy Policy .

5.2 Cabbi shall have a right to make unilateral amendments to the Terms and Conditions and Privacy Policy and to relinquish the database to third parties. We shall notify the users of changes to Terms and Conditions and Privacy Policy.

5.3 Cabbi shall be entitled to transfer the database of personal data to third parties without prior notification of the app users. In case of a transfer of the business or the database, the rights and conditions arising from this licence agreement shall be transferred as well.

5.4 Cabbi shall be entitled to forward personal data and bank data to credit card and mobile payment intermediaries.

5.5 Cabbi has the right to send marketing messages and authentication codes through SMS and email messages.

#### 6. Good practice of using the Cabbi app

6.1 As Cabbi is not a provider or broker of the transportation service, we are unable to influence the quality of the transportation service. Any issues with defects or quality of the transportation service shall be resolved in accordance with the rules and regulations of the transportation service provider or the relevant supervisory authority.

6.2 Cabbi is committed to contributing to improvement of the quality of transportation services. For this reason, we ask to fill out a feedback form in the Cabbi app. This enables us to offer suggestions to the transportation service providers for improving the quality of their service.

6.3 We expect that the users of the Cabbi app use the app in good faith and are respectful of the drivers who offer their services through Cabbi.

6.4 Cabbi shall make every effort to ensure that only drivers, who have integrity and are respectful of their profession and customers, use the Cabbi app. However, we are in no position to guarantee that every provider of transportation services, located via the Cabbi app, satisfies the aforementioned criteria at all times. If you experience objectionable transportation service, please notify the company responsible for the service, a supervisory authority or our support team (referred to in clause 1.3).

#### 7. Free rides referral campaign

7.1 Cabbi shall reward riders with a discount code from time to time.

7.2 The reward code will only be valid if the rider uses credit card payment for the ride.

7.3 Cabbi has the right to void any discount codes and block rider accounts if it suspects any fraudulent activities and charge the rider for the damages caused.

#### General Terms for Drivers

These General Terms set forth the main terms and conditions applying to and governing the agreement between you (hereinafter referred to as "you" or "Driver") and Cabbi regarding usage of the Cabbi Driver's App for the purpose of providing Transportation Services. In order to provide Transportation Services via using the Cabbi App you must agree to the terms and conditions that are set forth below.

#### 1. DEFINITIONS

- 1.1. Cabbi (also referred to as "we", "our" or "us") – a private limited company incorporated and registered under the laws of Republic of South Africa with registration code 2012/014264/07.
- 1.2. Cabbi Services – services that Cabbi and/or its Affiliates provide you, including provision and maintenance of the Cabbi App and the Cabbi platform, client support, mediation of the payments and communication between you and the Customer or other similar support services as described in these General Terms or the Agreement.
- 1.3. Cabbi App –In the meaning of these General Terms, Cabbi App refers to the Cabbi Drivers App, which the Drivers use to receive and accept requests and manage Transportation Services.
- 1.4. Customer – a person requesting Transportation Services by using the Cabbi mobile application.
- 1.5. Driver or you – the person providing Transportation Services via the Cabbi App. Please note that you may register the account either as a legal or a natural person.
- 1.6. General Terms – the terms and conditions provided in this document.
- 1.7. Agreement – any agreement between you and Cabbi regarding the use of the Cabbi App. The Agreement consists of these General Terms, Privacy Policy, Drivers Guide and other additional terms and conditions or documents referred to herein or agreed in the future between you and Cabbi.
- 1.8. License – your right to use the Cabbi App and the Website in accordance with the Agreement.
- 1.9. Website – Cabbi's website located at [www.Cabbi.co.za](http://www.Cabbi.co.za) and any of its subpages, including the Cabbi Driver's Portal.
- 1.10. Fare – the fee a Customer is obliged to pay you for provision of the Transportation Services.
- 1.11. Cabbi Fee – the fee you are obliged to pay to Cabbi for the right to use the Cabbi App. Cabbi Fee consists of a fee per each Customer order you have completed.
- 1.12. In-app Payment – a payment made by the Customer via the Cabbi App for the Transportation Services. The In-app Payment may be made by using bank/credit card, business, mobile carrier payment or any other electronic payment method enabled by Cabbi.
- 1.13. Cabbi Driver's Portal – a portal containing relevant information and documents regarding your usage of the Cabbi App in course of provision of Transportation Services,

including accounting documentation. You may access Cabbi Driver's Portal at <http://partners.Cabbi.co.za> by entering your user name and password.

1.15. Transportation Services – the transportation service you are providing to the Customer whose request you have accepted via the Cabbi App.

## 2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the Cabbi App you must sign up with Cabbi by providing the requested information in the signup application and uploading necessary documentation as required by Cabbi on the Website. Upon successful completion of the signup application Cabbi will provide you with a personal account accessible via the user name and password that you have chosen. By clicking the „Sign up" button located at the end of the signup application, you represent and warrant that:

2.1.1. according to law you are entitled to enter into an agreement with Cabbi to use the Cabbi App for providing Transportation Service;

2.1.2. you have carefully studied, fully understand and agree to be bound by these General Terms, including all your obligations that arise as provided herein;

2.1.3. all the information you have presented to Cabbi is accurate, correct and complete;

2.1.4. you will not authorize other persons to use your account nor transfer or assign it to any other person;

2.1.5. you will not use the Cabbi App for unauthorized or unlawful purposes and impair the proper operation of the Cabbi App;

2.1.6. you will not copy or distribute the Cabbi App or other Cabbi content without the prior written permission from Cabbi;

2.1.7. you will keep your Cabbi account accurate and profile information updated at all times;

2.1.8. at all times you fully comply with all laws and regulations applicable in the state you are providing Transportation Services, including (but not limited to) laws regulating passenger transportation services;

2.1.9. you fully agree with the Privacy Policy of Cabbi provided on the Website (<http://www.Cabbi.co.za/legal/>).

2.2. You are obliged to provide your own bank requisites in course of filling the payment details upon registration. In case you are a legal person, you must insert the bank account of the company. Cabbi or its Affiliates are transferring In-app Payment fees to the bank account you have provided. Cabbi and/or its Affiliates are not liable for any incorrect money transactions in case you have provided wrong bank requisites.

2.3. After submitting the signup application, you will receive an e-mail with additional conditions that must be met in order to provide Transportation Services. These conditions may include providing criminal records, valid driving license, satisfying certain technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. The failure to comply with the provided requirements and conditions will result in termination of the Agreement and right to use the Cabbi App.

2.4. You agree that in specific cities or countries Cabbi may assign any of its obligations arising from the Agreement to its Affiliate or representative. This includes, among else, assigning the rights and obligations regarding reviewing documents related to signup applications, trainings, collection of Cabbi Fees, forwarding you the fees due, mediating In-app Payment, licensing the Cabbi App, etc.

2.5. Registering the account as a legal person (i.e. a company). You are considered to be a legal person, if the recipient of the fees is marked as a legal person in your payment details (as accessible on the Driver's Portal). In such case the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms as well as any further documents of the Agreement. Regardless of the above, only the specific natural person indicated in the signup process may factually provide the Transportation Services. Such natural person may use the account of the Driver only if he/she has read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. **THE LEGAL PERSON IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES UNDER ONE CABBI ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE AGREEMENT CONDUCTED BY THE DRIVER.**

2.6. Registering the account as a fleet company. Upon concluding a separate agreement with Cabbi, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of these General Terms and any other Agreement and agrees to act in accordance and be bound with its conditions and obligations. The fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement of the agreement conducted by such employee and/or service provider.

### 3. YOUR RIGHT TO USE THE CABBI APP AND THE WEBSITE

3.1. The Cabbi App. The Cabbi App allows you to receive requests from the Customers interested in using Transportation Services, which you can either accept or ignore at your own choosing. For additional information about the Cabbi App please refer to the Website.

3.2. License to use the Cabbi App and the Website. Cabbi hereby grants you, subject to the provisions of the Agreement, a non-exclusive, non-sublicensable, non-transferable License to use the Cabbi App and the Website according to the terms referred to herein. Regardless of the above and if so agreed separately, Taxi Fleet Companies may sub-license the Cabbi App to the members of its fleet.

3.3. In course of using the Cabbi App and/or the Website you may not:

3.3.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Cabbi App and/or the Website;

3.3.2. modify the Cabbi App or Website in any manner or form or to use modified versions of the Cabbi App or Website;

3.3.3. transmit files that contain viruses, corrupted files, or any other similar Cabbi App or programs that may damage or adversely affect the operation of another person's computer, Cabbi Services, Website, Cabbi App or hardware, or telecommunications equipment;

3.3.4. attempt to gain unauthorized access to the Cabbi App, Website or any other Cabbi Services.

3.4. In order to use the Cabbi App and Website you are obliged to pay Cabbi or its Affiliates the Cabbi Fee as described in section 5 of these General Terms.

3.5. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement you must immediately stop using the Cabbi App and Cabbi is entitled to block and delete your account without a prior notice.

3.6. Using Driver's forum and other Website content. Cabbi may grant you access to Driver's forum and other content accessible via the Website. You may not publish, post, upload, e-mail, distribute, or disseminate any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content. Cabbi may restrict your access to the forums or Cabbi App, if you infringe the aforementioned obligations.

3.7. Using tags and labels of Cabbi. Additionally, Cabbi and/or its Affiliates may give you tags, labels, stickers or other signs that refer to Cabbi or otherwise indicate that you are using the Cabbi App. Cabbi grants you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating that you are providing Transportation Services via using the Cabbi App. After termination of the

Agreement you must immediately remove and discard any signs that refer to Cabbi or its brand.

3.8. All copyrights and trademarks related to Cabbi, including source code, databases, logos and visual designs are owned by Cabbi and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Cabbi App, Website or any other Cabbi Services you do not acquire any rights of ownership to any intellectual property of Cabbi.

#### 4. PROVIDING THE TRANSPORTATION SERVICES

4.1. Your Obligations. You hereby guarantee to provide Transportation Services in accordance with the Agreement as well as laws and regulations applicable in the state where you are providing Transportation Services. Please note that you are fully liable for any violation of any local or international laws and regulations as may arise from providing Transportation Services.

4.2. You must, among else, have all licenses (including a valid driver's license), permits, car insurance, liability insurance , registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all aforementioned documentation. Cabbi reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications as well as their renewals.

4.3. You must abide by the traffic regulations at all times. This means, among else, that you may not operate the Cabbi App while driving and your car must be fully parked while interacting with the Cabbi App.

4.4. You must provide the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavour to perform the Customer's request in the best interest of the Customer. Among else, you (i) must take the route least costly for the Customer, unless the Customer explicitly requests otherwise; (ii) may not make any unauthorised stops; and (iii) may not have any other passengers in the vehicle other than the Customer and the people accompanying the Customer.

4.5. You retain the sole right to determine when and for how long you are providing the Transportation Services. You shall accept, decline or ignore Customer's Transportation Services requests at your own choosing.

4.6. Costs you incur while providing the Transportation Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation

Services at your own expense, including a car, smart device, mobile data plan, etc. You are also responsible for paying all costs you incur in the course of performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, toll charges, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Cabbi App may bring about consummation of large amount of data on your mobile data plan. Thus, we suggest you to subscribe for a data plan with unlimited or very high data usage capacity.

4.7. Fares. You are entitled to charge a fare for each instance you have accepted a Customer via the Cabbi App and completed the Transportation Service as requested (i.e. Fare). The Fare is calculated based on a default base fare, the distance of the specific travel as determined by the GPS-based device and the duration of the specific travel. The default base fare may fluctuate based on the local market situation. You may negotiate a Fare that is lower than the default base fare by sending Cabbi a pertinent request. All such requests shall be considered in good faith. Additionally, you shall always have the right to charge the Customer less than the Fare indicated by the Cabbi App or the taximeter (however, please note that charging the Customer less than the Cabbi App indicates does not decrease the Cabbi Fee).

4.8. Cabbi may adjust your fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Cabbi App after the Transportation Service has been completed) or in case a technical error affecting the final fare is identified. Cabbi may also reduce or cancel the fare in case we have reasonable cause to suggest a fraud or a complaint by the Customer indicates a violation by you. Cabbi will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

4.9. Customer may pay the fare for the Transportation Service either directly to you or via the In-app Payment as described in section 6 of these General Terms. In case the Customer pays the Fare directly, it is your obligation to collect the Fare. In case the Customer fails or refuses to pay, Cabbi will help you with collecting the Fare due, however Cabbi has no obligation to compensate the Fare.

4.10. Receipts. After each successful provision of Transportation Services, Cabbi shall create a receipt consisting of the route, fare, time and other relevant information of a particular ride. You will be able to access the receipt of each ride from Cabbi Driver's Portal. Any corrections that you wish to make to fare calculation must be submitted via Fare Review application accessible on the Cabbi App. In case Fare Review has not been

submitted, Cabbi and its Affiliates shall have no obligation to recalculate the fare and reimburse you any error in fare.

4.11. Penalties. In case the Customer cancels the request for Transportation Services after 3 minutes or does not show up, Cabbi shall have the right to request a penalty up to R25.00 from such Customer. Cabbi shall request such penalty only in case of negligent behaviour from the Customer and shall have the full discretion in deciding whether to collect the penalty or not. In case Cabbi collects the penalty, it will keep the Cabbi Fare and the rest of the penalty collected shall be forwarded to you within 14 (fourteen) days as of its collection.

4.12. If, in the course of receiving Transportation Service, a Customer or its co-passengers negligently damage your vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you have the right to request the Customer to pay a penalty of R250.00 and request compensation for any damages exceeding the penalty. If the Customer does not consent to paying the penalty and/or compensating the damage, you must notify the Affiliate or Cabbi of the matter at hand. Any such notification must be presented to Cabbi or Affiliate within 24 hours and be accompanied with pictures or other sufficient proof of damages. Cabbi will then try to collect penalty and/or relevant costs on your behalf from the Customer. However, please bear in mind that Cabbi is not taking any liability for direct or indirect damages caused by Customers.

4.13. Your tax obligations. You hereby acknowledge that you are obliged to fully comply with all tax obligations that arise to you from the applicable laws in relation to providing the Transportation Services, including (if applicable) (i) acquiring a valid VAT number; (ii) paying income tax or other tax applicable; and (iii) fulfilling all tax registration obligations and calculating and remitting all tax liabilities related to your provision of Transportation Services as required by the applicable law. Additionally, it is your obligation to provide Cabbi with all relevant tax information, including (among else) your VAT number. Please note that Cabbi may in its reasonable discretion and based on applicable tax law, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax information directly to the applicable governmental tax authorities on your behalf.

4.14. Your authorisation to issue invoices. If you are using the Cabbi account as a business entity, you hereby authorise Cabbi to issue itself an invoice on your behalf in order to compensate you any expenses, referral fees, contractual penalties or other fees that you

are due from Cabbi. Upon its issuance, the invoice will be immediately made available to you via the Driver's Portal.

## 5. CABBI FEES

5.1. In order to use the Cabbi App, you are obliged to pay to Cabbi a fee (i.e. the Cabbi Fee). The Cabbi Fee is paid based on the Fare of each Transportation Service order you have completed. The amount of the Cabbi Fee is made available to you via e-mail, Cabbi App, Driver's Portal or other pertinent means. Please acknowledge that the Cabbi Fee may change from time to time. Cabbi shall send you a prior notification of each such change.

5.2. You must pay the Cabbi Fee and any other fees due to Cabbi for the previous week at latest by the 7th day following that week. Upon delay with payment of the Cabbi Fee, you are obliged to pay a penalty of late payment in the amount of 0,04% (zero point zero four percent) of the unpaid amount per day. You are obliged to cover all costs incurred by Cabbi, which are related to debt collection activities.

## 6. IN-APP PAYMENTS

6.1. Cabbi may enable its Customers a possibility to pay for the Transportation Service via bank card, Business or mobile carrier payment directly in the app (i.e. In-app Payment). You hereby authorise Cabbi to act as your limited commercial agent solely for the purpose of collecting, on your behalf, the Fares, applicable taxes or other fees paid by the Customer via In-app Payment. You additionally agree that any payments made by the Customers via the In-app Payment shall be considered the same as payments made directly to you.

6.2. You may not refuse payment by the Customer via the In-app Payment, or influence the Customer against the use of the In-app Payment. In case you refuse to accept an In-app Payment without just cause, Cabbi shall be entitled to charge you a contractual penalty in the amount of R100.00 for every refusal and/or block your right to use the Cabbi App in case of repetitive behaviour.

6.3. Cabbi will regularly transfer the amounts collected as In-app Payments, which have been credited to the Cabbi's bank account in the preceding week, to your bank account by the 4th day of the following week, but in no case later than within two weeks. The Cabbi Fee shall be deducted from your Fare. If you request a review of the In-app Payment, then Cabbi may transfer the amounts collected after it has concluded the review.

6.4. You are entitled to review In-app Payment reports in the Cabbi Driver's Portal. Cabbi will send weekly In-app Payment & Driver's account balance to your e-mail. The reports will

show the amounts of the In-app Payments brokered in the previous week as well as the withheld amounts of the Cabbi Fee. The reports will be sent weekly.

6.5. Please note that Cabbi is not obliged to pay you the Fare due from the Customer if the In-app Payment failed because Customer's credit card or mobile payment is cancelled or is unsuccessful for reasons not attributable to Cabbi. In such case we will help you in requesting the Fare due from the Customer, and shall transmit it to you once the Customer has made the requested payment.

6.6. Before rendering Transportation Services, you must verify that the service is being actually provided to the Customer or that the Customer has expressly confirmed that it allows the passenger to ride under its account. If you make a mistake in identifying the Customer, and the In-app Payment is charged to a person, who has not been provided or has not approved the Transportation Services, Cabbi shall reimburse the Customer for the Fare. In such case you are not entitled to receive the Fare from Cabbi. Additionally, for every wrongfully applied In-app Payment Cabbi shall be entitled to charge you a contractual penalty up to R100.00

6.7. You hereby warrant that you understand that In-app Payment does not supersede the requirements established by the laws and regulations, e.g. your obligation to provide the Customer with a receipt printed out on the printer.

6.8. You must notify Cabbi of any important circumstances which may affect Cabbi's obligations to collect and distribute the Fares paid via In-app Payment.

6.9. Please note that Cabbi may set off any Fares paid via In-app Payment against the Cabbi Fees that you are obliged to pay to Cabbi.

## 7. CUSTOMER SUPPORT

7.1. As one of our services, we may provide you customer support regarding using the Cabbi App. The customer support may be provided either by Cabbi or its Affiliates where applicable. Please note that Cabbi has the right to stop providing the customer support services in case you are in delay with any of your payments to Cabbi and/or its Affiliates for more than 5 (five) calendar days.

## 8. RATINGS AND ACTIVITY

8.1. In order to guarantee high-quality service via the application provided by Cabbi and provide additional reassurance to our Customers, you hereby acknowledge that the Customers may provide you a rating and leave feedback regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your

Cabbi account and available to Customers when requesting Transportation Services. The Customer is obliged to provide the ratings and comments in good faith, and if we, in our discretion, find a particular rating or comment to not be in good faith, we may remove it.

8.2. In addition to the rating, Cabbi measures your level of activity and provides you with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Transportation Service orders.

8.3. You hereby acknowledge that in order to provide reliable services to Customers Cabbi may determine a minimum average rating and a minimum activity score that all Drivers must establish and maintain. If, after a pertinent notification from Cabbi, you do not increase your average rating or activity score above the minimum within the prescribed time period, your Cabbi account will be automatically suspended either for temporarily or permanently.

Cabbi may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

## 9. MARKET OVERVIEWS AND CAMPAIGNS

9.1. Market overviews. Cabbi may send you, via the Cabbi App, SMS, e-mail or other means, market overviews, in order to increase your awareness regarding when the demand by the Customer is highest. Please note that such market overviews are merely recommendatory and do not constitute any obligations for you. As the market overview estimations are based on previous statistics, Cabbi cannot give any guarantees that the actual market situation will correspond to the estimations provided in the market overview.

9.2. Campaigns promising minimum income. Cabbi may also provide campaigns, whereby Cabbi will guarantee a minimum income if you provide Transportation Services within a specified timeframe and shall compensate the gap, if you do not reach such minimum. The specific requirements and conditions will be sent from Cabbi via the Cabbi App, SMS, e-mail or other means. Cabbi has full

discretion in deciding if, when and to which Drivers it enables such campaigns. If Cabbi has reasonable cause to suspect any fraudulent activity by you, it may withhold your Fare until the suspicion of fraud has been cleared.

9.3. Campaigns for Customers. Cabbi may also occasionally arrange various campaigns to Customers in order to market the Cabbi applications, whereby the Fare paid by the Customer is reduced. In such case Cabbi will notify you about specific campaign terms and in most cases shall pay you compensation, amounting to the monetary value of the benefit

offered to the Customer (i.e. difference between the amount that the you should have received and actually receive due to the marketing campaign). Such compensation shall be paid you concurrently with payment of the Fares. Cabbi may set off the marketing compensation against the Cabbi Fee.

9.4. Cabbi may also carry out other campaigns for Drivers and/or the Customers under the terms accompanying the specific campaign.

## 10. RELATIONSHIP BETWEEN YOU, CABBI AND THE CUSTOMERS

10.1. You hereby acknowledge that by providing Transportation Services to the Customers, you and the Customer are bound by a service contract, to which Cabbi nor its Affiliates are not a party.

10.2. Cabbi and its Affiliates do not control or direct your provision of Transportation Services. You have the sole right to decide when and for how long to utilize the Cabbi App and whether to accept the Customer's request received via the Cabbi App. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities.

10.3. You hereby acknowledge and agree that Cabbi and its Affiliates are merely providers of the Cabbi App and its supporting services and do not provide transportation services. By providing the Cabbi App, Cabbi and its Affiliates act as facilitators of transportation service between you and Customer. Cabbi may also act as your commercial agent by collecting and forwarding the payments made by Customers for the Transportation Services via the In-app Payment.

10.4. You, Cabbi and its Affiliates hereby expressly agree that the relationship between the parties is not an employment agreement, nor does it create an employment relationship between you and Cabbi or Affiliate. The parties also agree that no joint venture or partnership exists between you and Cabbi or its Affiliates. You may not act as an employee, agent or representative of Cabbi or its Affiliates nor bind them to any contract.

10.5. If due to the implication of mandatory laws or otherwise, you are deemed as an employee of Cabbi or its Affiliate, you hereby agree to indemnify, defend and hold Cabbi and its Affiliates harmless from and against any claims by any person, entity, regulator or governmental authority based on such implied employment relationship.

## 11. PROCESSING OF PERSONAL DATA

11.1. Processing your personal data. Cabbi collects your personal data such as name, address, telephone number, e-mail address, vehicle information, license plate number and

location based information in order to enable the intended functioning of the Cabbi App and provide you and our Customers Cabbi Services. We may also request you to provide your driver's license and criminal or other necessary records, in order to identify whether you have qualifications for pursuing this professional activity and safeguarding the contractual relations associated with the Cabbi Services. We disclose your personal data to Affiliates and other third parties only for the purposes of providing Cabbi Services.

11.2. You may at all times request to see, update or remove your personal data. However, please note that if you request to remove your personal data, Cabbi may have to terminate your right to provide Transportation Services. After you delete your Cabbi account, Cabbi shall delete your personal data, but not before six (6) months has passed as of deleting your account (in case any contractual issues come forth). Certain personal data may be kept for a longer period of time, if so required by the applicable law.

11.3. Transmitting your geo-location and other information to Customers. In order to provide Cabbi Services, we collect your geo-location information while you are using the Cabbi App.

This means that we monitor and track your geo-location and may share your current location via the Cabbi application to the Customers in order to provide them the Cabbi Services. Additionally we will provide Customers your name, vehicle information and license plate number for your identification and safety reasons. If you would like your geo-location data and other aforementioned information not to be available to Customers, you must close the Cabbi App or indicate in the Cabbi App that you are currently not looking to provide Transportation Services.

11.4. Your right to process personal data of Customers. You may not process the personal data of the Customers without the permission of Cabbi. You may not contact any Customer or collect, record, store, grant access, use or cross-use the personal data provided by the Customers or accessible to you via the Cabbi App for any reason other than for the purposes of fulfilling the Transportation Service request.

11.5. Cabbi is the chief processor which processes personal data of you and the Customers. You act as an authorised processor for the Customer data that Cabbi makes you available. In processing Customer's data you must oblige with the procedure, manner of and conditions for processing personal data. In case you violate any of these privacy protection provisions, Cabbi can terminate the Agreement without notice and claim all costs and potential damages (including brand reputation) related to your infringement of the aforementioned obligations.

## 12. LIABILITY

12.1. The Cabbi App is provided on an "as is" and "as available" basis. Cabbi and its Affiliates do not represent, warrant or guarantee that access to Cabbi App will be uninterrupted or error free. As the usage of Cabbi App for requesting transportation services depends on the behavior of Customers, Cabbi and its Affiliate do not guarantee that your usage of the Cabbi App will result in any Transportation Service requests. Cabbi is not liable for the proper functioning of the Cabbi App and any loss or damage that you may occur as a result.

12.2. To the maximum extent permitted under the applicable law, Cabbi and/or any of its Affiliates, representatives, directors and employees are not liable for any loss or damage that you may incur under or in connection with the Agreement or as a result of using the Cabbi App, including but not limited to:  
any direct or indirect property damage or monetary loss; loss of profit or anticipated savings; loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;  
loss or inaccuracy of data; and  
any other type of loss or damage.

12.3. For avoidance of doubt Cabbi does not guarantee the submission of requests by the Customers and can in no way be considered as a person acting on behalf or in the name of the Customer. Cabbi will strive to remove unwelcomed users of the Cabbi App. However, Cabbi and/or any of its Affiliates are not liable for the actions or non-actions of the Customers or their co-passengers using the Cabbi App and shall not be liable for any loss or damage that you may incur as a result of actions or non-actions of the Customers or their co-passengers.

12.4. Please note that you are fully liable for breach of the Agreement and/or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from Cabbi, Affiliate or any state or other authority.

12.5. You are fully liable and shall indemnify Cabbi for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that Cabbi and/or any of its Affiliates or representatives may occur in connection with your breach of the Agreement and/or claim by a third party (including the Customer) directly or indirectly related to provision of Transportation Services. Should any of the Customers present any claims against Cabbi in connection with your provision of Transportation Services, then you shall compensate such

damage to Cabbi in full within 7 (seven) days as of your receipt of the respective request from Cabbi.

12.6. You are obliged to comply with all tax obligations you may incur in relation to fulfilling your obligations arising from the Agreement or providing Transportation Services. You shall indemnify Cabbi and/or its Affiliates from all tax liabilities, duties, levies, claims and penalties that it incurs as a result of your failure to comply with your tax obligations (including, but not limited to, failure to pay income tax).

12.7. In case Cabbi is entitled to present any claims against you, then you shall compensate Cabbi any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

### 13. TERM AND TERMINATION

13.1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup application located on the Website. Each other document that is part of the Agreement shall enter into force once the specific document has been made available to you and you commence or continue providing the Transportation Services, unless prescribed otherwise in the Agreement.

13.2. You may terminate the Agreement at any time by notifying Cabbi at least 7 (seven) days in advance, after which your right to use the Cabbi App and Cabbi Services shall terminate. The Agreement will also terminate upon the deletion of your Cabbi account.

13.3. Cabbi may terminate the Agreement at any time and for any reason at the sole discretion of Cabbi by notifying you at least 3 (three) days in advance.

13.4. Cabbi is entitled to immediately terminate the Agreement and block your access to Cabbi App without giving any advance notice in case you breach the Agreement, any applicable laws or regulations, disparage Cabbi or its Affiliates, or cause harm to Cabbi or its Affiliates' brand, reputation or business as determined by Cabbi in its sole discretion. In the aforementioned cases Cabbi may, at its own discretion, prohibit you from registering a new account or take other necessary steps to stop you from providing Transportation Services.

13.5. Cabbi may also immediately block your access to the Cabbi App and other Services for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions. Cabbi shall only use the right described herein in good faith.

13.6. Cabbi is aiming to provide the highest quality service to all Customers and is monitoring the activity of Drivers in its system. If you fail to meet the minimal service requirements, such as the obligation to possess a certain minimal rating and activity score, Cabbi is entitled to immediately terminate the Agreement without giving any advance notice.

#### 14. AMENDMENTS

14.1. Cabbi has the sole right to make changes to any of the documents part of the Agreement. Any changes to the Agreement shall enter into force after they have been made available to you via e- mail, Cabbi App or Driver's Portal and you have continued to provide Transportation Services, unless prescribed otherwise in the Agreement.

14.2. In order to amend the General Terms, Cabbi shall post a revised version of it on the Website [www.cabbi.co](http://www.cabbi.co). If you continue to use the Cabbi App, you shall be deemed to have accepted the revised conditions.

#### 15. APPLICABLE LAW AND COURT JURISDICTION

15.1. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Republic of South Africa.

15.2. Any dispute that may arise in connection with this Agreement, whether with respect to its existence, validity, interpretation, performance, breach, termination or otherwise, shall be settled by way of negotiations. If the respective dispute resulting from this Agreement could not be settled by the negotiations, then the dispute will be finally solved by the High Court of South Africa.

#### 16. CONTACT INFORMATION

16.1. You are obligated to immediately notify Cabbi of any changes of your contact information and guarantee to keep the contact information accurate and up to date.

16.2. The contact information of Cabbi is available at the Website.

#### 17. FINAL PROVISIONS

17.1. If any provision of the Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. The failure or delay by either party to enforce any term of the Agreement shall not be deemed a waiver of such term.

17.2. You may not assign the Agreement or any of its rights or obligations there under, if not provided otherwise by the Agreement.

17.3. Any notice required to be given under this Agreement shall be sufficiently given if: (i) delivered personally, (ii) sent by courier with proof of delivery, (iii) sent by registered mail,

(iv) sent by e-mail or (v) made available via the Cabbi's Driver's Portal or Cabbi App. Any notice which is sent or dispatched in accordance with this clause 17.3 shall be deemed to have been received: (i) if delivered personally, at the time of delivery to the party; (ii) if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; (iii) if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; (iv) if made available via the Cabbi's Driver's Portal or the Cabbi App, or (v) if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

#### Processing of personal data

The users of the Cabbi app grant their consent for the processing of personal data during the installation of the Cabbi app.

Your personal data is collected and processed by the company Cabbi SA Pty LTD. Cabbi SA Pty Ltd only collects and processes the personal data submitted by the users in the course of installation and use of the Cabbi app. A user's disclosure of geographical location data is a precondition for using the Cabbi app.

##### 1. What type of personal data we collect and process

Name, telephone number, e-mail address, feedback ratings and payment information of the app user;

Geographical location of the user, the time of provision of service and the destination;

Identification data of the device on which the Cabbi app has been installed;

Cookies of the Cabbi.co.za website save the website user's telephone number and geographic location data.

##### 2. The purpose of collecting and the period of processing of personal data

We collect and process personal data for the purpose of matching up an user with a driver;

We forward the data on geographic location and telephone number of the user to the driver to enable to decide whether the user is located nearby;

We may use the personal data to resolve driver's service quality issues; We use contact details to notify you of updates to the Cabbi app;

We collect data of the routes taken by the Cabbi app users to analyse the geographic coverage in order to make recommendations to the drivers;

The personal data collected via the Cabbi app will not be used for identification of persons or their locations, nor for the purpose of behavioural marketing.

We will hold and process your personal data only for the period your account is activated.

### 3. The method of collecting personal data

We collect data on the names, telephone numbers and e-mail addresses of Cabbi app users during the process of the installation;

We only collect data on the geographic location if the Cabbi app has been activated;

The collection of geographic location data stops after the Cabbi app is closed in the user's device.

### 4. Disclosure of personal data to third parties

The personal data of users is only disclosed to those drivers who have activated the Cabbi app; in such case, they will see the name, telephone number and geographic location of the user;

After providing the service, the name of the user will remain visible to the driver for 24 hours. This is necessary for drivers to resolve any issues associated with service provision, e.g., to contact the customer if something was left behind in the car;

The feedback on the quality of the service is anonymous and drivers do not receive information on the names and telephone numbers of the users who provided feedback;

Depending on the location of the user, the personal data may be handed over to the relevant local entities providing Cabbi app services. Any collection and processing of personal data by local Cabbi service providers shall occur under the same conditions as established in this privacy policy.

### 5. Security and deletion of data

Any personal data collected in the course of providing the Cabbi service is transferred to and stored in the data centres. Only authorised employees of Cabbi SA Pty LTD and local service providers have access to the personal data and they may access the data only for the purpose of resolving issues associated with the use of the Cabbi app (including disputes with the drivers);

If you would like to delete the personal data collected by us, you can do so by submitting a written request to our customer support via [info@Cabbi.co.za](mailto:info@Cabbi.co.za) After receiving the request we will delete the account and any personal data associated with the account if there are no any outstanding payments. After the deletion the personal data will be anonymized and used for analytics only;

Please note that the deinstallation of Cabbi app in your device does not cause the deletion of your personal data. If you want to delete your personal data collected by Cabbi, please send a written request by email as indicated above. You should also bear in mind that the request to delete personal data is possible only if we delete your account. As a result of that you will not be able to use Cabbi services under your existing account.

If you presume that we (or any other Cabbi entity processing your personal data) carry such processing in contradiction with your personal rights or in contradiction with the law, in particular if the personal data is inaccurate, you may:

- a) ask us (and/or any other Cabbi entity processing your personal data) for an explanation;
- b) require us (and/or any other Cabbi entity processing your personal data) to remedy the arisen state of affairs (in particular by blocking, correction or supplementing of personal data);
- c) appeal directly to the respective data protection authority having the jurisdiction over your personal data.

#### 6. Direct marketing

We only use your e-mail address and phone number for sharing our product related marketing messages if you have given a respective consent on the Cabbi.eu website or in the Cabbi app. If you no longer wish to receive direct marketing messages, please click the “Unsubscribe from direct marketing messages” link in the header of our e-mail or Profile section of Cabbi mobile App.

#### 7. Personal data of taxi drivers

We only collect and process personal data of drivers to the extent necessary for verifying the driver’s qualifications for pursuing this professional activity and safeguarding the contractual relations associated with the Cabbi app service.

Any collection and processing of personal data of drivers by local Cabbi’s service providers shall occur under the same conditions as established in this privacy policy.

Using the Cabbi app with dispatch feature, a service operator can see the geographic location of a driver, information on dispatches and the times of using the service. If a driver would like for his or her geographic location not to be visible to the dispatch operator, he or she can disable the app by tapping the “Quit” button.