Terms and Conditions - APP Payment and Declaration on the Protection of Data

§ 1 Basics; Object

These *Terms and Conditions* govern the non-cash payments of taxi journeys (hereinafter referred to as "**APP payment**") involving the use of the taxi.eu app, and also supplement the Terms and Conditions for taxi customers (general Terms and Conditions) of the taxi.eu app.

APP payment refers to payment transactions in which at least the payer uses mobile electronic means to initiate, authorise or realise the payment of the taxi fare, e.g. by means of mobile devices such as mobile phones or tablet computers. With **APP payment**, the taxi customer is provided with a non-cash payment option by using the app.

With regard to the payment methods PayPal or customer cards, fms systems GmbH, Hietzinger Hauptstrasse 33, 1130 Vienna, Austria (hereinafter referred to as "**fms systems**") shall handle the payment of the fare when using the non-cash payment procedure "**APP payment**" with the taxi.eu app. Wirecard AG, Einsteinring 35, 85609 Aschheim, Germany, shall be responsible for the handling of other possible payment methods (particularly credit cards) when using the non-cash payment procedure. The payment procedure shall always be agreed upon the customer and the taxi dispatch centre. The Terms and Conditions of Wirecard AG and the respective taxi dispatch centres shall be applied. Within the framework of the **APP payment, fms systems** only provides for the (technical) infrastructure.

This Agreement is concluded between the taxi customer (hereinafter referred to as "Customer") and **fms systems**. The Terms and Conditions for the **APP payment** govern the aforementioned contractual relationship. The agreement with the taxi dispatch centre including the payment procedure as well as the contract of carriage between the taxi company and Customer remains unaffected thereby.

§ 2 Rights and Obligations of the Contracting Parties
a.
Rights and Obligations of **fms systems**:

aa.
fms systems puts the non-cash payment procedure **APP payment** within the taxi.eu app at Customer's disposal.

bb.
Using **APP payment**, Customer can store payment methods, e.g. PayPal, credit cards or taxi customer cards. Customer is entitled to use **APP payment** to pay the taxi fare owed to the taxi entrepreneur. The payment procedure shall always be agreed upon between Customer and the respective taxi dispatch centre.

cc.

fms systems does not provide a warranty on the uninterruptable availability of the payment method **APP payment**. A warranty on the availability of taxis that participate in **APP payment** can also not be provided.

dd.

fms systems strives to ensure that high levels of reliability of the system are maintained.

ee.

When carrying out the payment procedure, **fms systems** reserves the right to debit various amounts from the user's PayPal account not exceeding, however, the total amount payable by Customer to **fms systems**.

b. Obligations, Services and Rights of the Customer

aa.

The Customer shall transmit correct and truthful data to **fms systems**. The use of **APP payment** must not impair or strain the systems of **fms systems**.

bb.

Customer shall pay attention to data security (user name, password, PIN). Customer shall neither inform third parties about sensitive data nor transfer sensitive data to third parties.

cc.

In the case of loss of relevant data, Customer shall immediately inform **fms systems** via the e-mail address info@taxi.eu.

dd.

Customer shall use a working internet connection.

ee.

The user shall ensure that sufficient cover is available for the means of payment. In the registration process, Customer shall indicate one valid e-mail address that can be accessed by Customer only and that is linked to Customers' account. In the registration process of Customer's account, Customer shall store the existing payment methods such as credit cards, PayPal, etc. There is, however, no warranty provided that every payment can be used in the city in which taxi.eu is applied.

ff.

Customer is entitled to delete means of payment from Customer's payment account, to add additional means of payment within the scope of options provided, as well as to delete the entire account at any time.

gg.

During the **APP payment** procedure, the taxi driver will never be informed about Customer's underlying payment method. This applies on both PayPal and credit card payments. Based on the agreement between the issuer of the means of payment and Customer, all aforementioned means of payment may cause additional charges debited outside of **APP payment**.

hh.

In the registration process, Customer shall indicate a valid e-mail address and Customer's mobile phone number. The e-mail must be confirmed by e-mail verification.

ii.

Taxi customers who did not order the taxi via the taxi.eu app or via the hotline may also use **APP payment**.

§ 3 Characteristics of APP payment

a.

APP payment is an alternative to cash payment which is also possible in the taxi. The Customer is not obliged to use **APP payment** as it only provides for an additional payment option.

b.

As a prerequisite for the application of **APP payment**, the taxi entrepreneur must be connected to the system. Clear signing at and within the taxi provides for Customer's orientation.

c.

In the registration process for **APP payment**, Customer selects one or more of the registered means of payment (e.g. credit card or PayPal).

d.

Customer may choose a personal identification number (PIN) to protect **APP payment** and the taxi receipts.

e.

If Customer uses PayPal, Customer pays the amount without indicating the bank or credit card data to taxi.eu. Registration of these data as well as the electronic debit procedure is carried out directly between Customer and PayPal. Customer may be charged for PayPal charges. Customer needs a PayPal account to be able to use the PayPal means of payment.

f.

Customer shall protect the taxi.eu account against unauthorised access and shall not pass the access data, particularly the PIN, to third parties.

g.

In the case of loss or theft, a blocking notification must be sent immediately to info@taxi.eu.

§ 4 Costs and Prices

a.

The use of **APP payment** does not entail costs to the user with the following two exceptions:

aa.

With non-cash payments, a tariff-based charge may apply. The type and the amount of this charge depend on the valid local taxi tariffs.

bb.

Customer shall bear the costs for the internet access.

b.

The taxi driver and/or the taxi entrepreneur shall transmit the amount for the delivered service to **fms systems**. Optionally, Customer may add a tip.

c.

fms systems and/or the respective taxi dispatch centre are entitled to collect these amounts on behalf of its entrepreneurs.

§ 5 Conclusion of and Withdrawal from the Agreement

The Agreement between **fms systems** and Customer is concluded by the registration and the acceptance of these Terms and Conditions.

The Agreement terminates by deleting the **APP Payment** account. Both parties may terminate the Agreement at any time with immediate effect. Obligations that have existed until this time remain unaffected; Customer / the taxi passenger shall pay open invoices even if the account may have been deleted in the meantime.

§ 6 Liability

a.

Liability will only be applied according to the legal regulations.

fms systems, however, shall not be liable for slight negligence unless **fms systems** fails to comply with very important obligations, so-called "cardinal obligations", caused by slight negligence. In this case, **fms systems** shall compensate the typically foreseeable damages.

b.

Customer shall bear the chargeback costs in the case of a chargeback under the responsibility of Customer.

c.

fms systems shall not be liable for the correct execution of the non-cash payment, particularly in the case of credit card and PayPal payments. In the case of problems and malfunctions when executing the Agreement, in particular regarding incorrect bookings, the user shall approach his contract partner, i. e. the payment service provider.

In the event of a culpable breach by the user of the duty of care, particularly with regard to § 2 b of these Terms and Conditions, the user shall be liable for any damage thereby incurred and shall compensate **fms systems**.

In an event of an infringement of the law by Customer, Customer shall release **fms systems** from liability, in particular with regard to a breach of the obligations mentioned under § 2 b.

§ 7 Data Protection

fms systems collects, processes and uses company and personal data within the framework of legal provisions (name, address, phone number). Customer expressly agrees to the collection, processing and use of these personal data.

Customer agrees with the use of GPS data when using **APP payment** for the settlement of the taxi ride (starting and destination addresses, times of departure and arrival), as well as with the automatic transfer of these trip data to the automatically generated receipt and/or bill. The deletion of these data with taxi.eu is carried out in accordance with the legal provisions.

The data necessary for the receipts will be deleted as soon as Customer deletes his receipts from the app.

§ 8 Applicable Law and Court of Jurisdiction
Unless mandatory legal provisions require other regulations, Austrian law will apply and Vienna is the exclusive place of jurisdiction.

§9 Severability Clause
If any stipulation of this Agreement or these Terms and Conditions or a future provision included in these is determined to be entirely or partially invalid or unenforceable or, at a later time, may lose its legal effect or enforceability, all other stipulations shall nevertheless remain in full force. The same applies if it should turn out that there is a loophole. In order to replace the invalid or unenforceable stipulations or to fill the loophole, the Parties agree that an appropriate provision shall be agreed upon that, if legally possible, comes closest to expressing the intention or the purpose of the Agreement if the invalidity, unenforceability or the loophole had been known before. The same applies if the invalidity of a stipulation is based on a scope of service or a time specification (notice period or deadline) stipulated in the Agreement; then, a legally permissible scope of service or a time specification (notice period or deadline) will be seen as agreed upon which comes closest to the intended purpose.

Vienna, January 2017