



USERS TERMS AND CONDITIONS

PART 1 – INTRODUCTION

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. Smartzi Limited is a private company registered in England and Wales with company number 09261921 and whose registered office is at 14 Elm Road, Chessington, KT9 1AW (“**Smartzi**”).

Why you should read these Terms and Conditions. Please read these terms and conditions (the “**Terms and Conditions**”) carefully before you use the Agency Services, the Booking Services or the Platform Services. These Terms and Conditions tell you how Smartzi will provide such services, how Smartzi may change or end the contract, what to do if there is a problem and other important information. In addition, these Terms and Conditions include certain limitations and exclusions of liability in favour of Smartzi.

How to contact Smartzi. You can contact Smartzi by emailing the customer service team at info@smartzi.com. This email address can be used for all general enquiries, including (for example) any payment enquiries, feedback or complaints.

How Smartzi may contact you. If Smartzi has to contact you it will do so by the email and/or telephone number you have provided to Smartzi when registering to use the Platform Services.

These Terms and Conditions are split into four Parts.

Part 1 is an Introduction Section.

Part 2 sets out the Terms and Conditions that apply to both the Agency Services and the Booking Services provided within the Greater London Area.

Part 2A sets out the Terms and Conditions that apply to both the Agency Services and the Booking Services provided in areas outside the Greater London Area.

Smartzi acts as a disclosed agent for drivers licensed to carry out private hire bookings in accordance with the Private Hire Vehicles (London) Act 1998. Part 2A sets out the Terms and Conditions that apply to both the Agency Services and the Booking Services outside the Greater London Area where Smartzi holds an operator's licence from relevant Local Government Authorities. In these areas Smartzi acts as a disclosed agent for drivers licensed to carry out private hire bookings in accordance with the Local Government (Miscellaneous Provisions) 1976 Act (Part II). In particular, when requested by you to do so, Smartzi will act as an agent for Drivers who will offer to provide you with a private hire booking for a particular journey at a given price. These services are referred to as the Agency Services. Smartzi also provides certain booking services to you in connection with any bookings made by you using the Smartzi Platform – for example, assisting with any payment queries you may have in relation to your booking. These services are referred to as the Booking Services.

Part 3 relates to services Smartzi provides to you as part of the Smartzi Platform – for example, using the Smartzi app and the Smartzi website (www.smartzi.com). These services are known as the Platform Services.

Part 4 sets out general Terms and Conditions that apply to all of the Agency Services, the Booking Services and the Platform Services.

Notwithstanding the above, a reference to a clause number within a given Part of these Terms and Conditions is a reference to the relevant clause within that Part (unless expressly stated otherwise).

In all Parts of these Terms and Conditions the following definitions shall apply:

“Account” has the meaning given to that term in Clause 2.1 of Part 3 of these Terms and Conditions.

“Agency Services” has the meaning given to that term in Clause 2.1 of Part 2 of these Terms and Conditions.

“Booking” means a booking entered into between you and any Driver through the Smartzi Platform.

“Booking Services” has the meaning given to that term in clause 2.5 of Part 2 of these Terms and Conditions.

“Contributions” has the meaning given to that term in clause 6.1 of Part 3 of these Terms and Conditions.

“Driver” means a driver licensed to carry out private hire bookings in accordance with the Private Hire Vehicles (London) Act 1998 for whom Smartzi provides Agency Services and/or a driver licensed to carry out private hire bookings in accordance with the Local Government (Miscellaneous Provisions) 1976 Act (Part II) in areas outside the Greater London Area where Smartzi holds an operator’s licence from relevant Local Government Authorities;

“Licence” has the meaning given to that term in clause 4.1 of Part 3 of these Terms and Conditions.

“Platform Services” has the meaning given to that term in clause 2.1 of Part 3 of these Terms and Conditions.

“Smartzi” has the meaning given to that term in Clause 1.1 of Part 1 of these Terms and Conditions.

“Smartzi Platform” has the meaning given to that term in Clause 2.1 of Part 3 of these Terms and Conditions.

“Terms and Conditions” has the meaning given to that term in Clause 1.2 of Part 1 of these Terms and Conditions.

“Waiting Charges” has the meaning given to that term in Clause 3.8 of Part 3 of these Terms and Conditions.

PART 2 – AGENCY AND BOOKING SERVICES PROVIDED BY SMARTZI IN GREATER LONDON

1. APPLICATION OF PART 2 OF THESE TERMS AND CONDITIONS

This Part 2 applies to the Agency Services and the Booking Services provided within the Greater London Area only.

2. AGENCY AND BOOKING SERVICES

- 2.1. **Agency Services.** Smartzi offers a service to Drivers through the Smartzi Platform whereby Smartzi may, as disclosed agent for and on behalf of the Driver as the principal, offer to provide a private hire booking to you in respect of a journey requested by you using the Smartzi Platform (the “Agency Services”).
- 2.2. Smartzi provides the Agency Services in connection with journeys made in London within the scope of the Private Hire Vehicles (London) Act 1998. In accordance with that Act, in order to make an offer to provide a private hire booking to you as agent for one or more Drivers, Smartzi is required to hold an operator’s licence. Smartzi holds an operator’s licence under the Private Hire Vehicles (London) Act 1998.
- 2.3. Smartzi offers to make a private hire booking acting as disclosed agent on behalf of a Driver (who is the relevant principal) at its registered office and/ or operating centres. When you accept such a booking, a contract is formed between you and the relevant Driver in respect of the private hire booking. By continuing to use the Agency Services, the Booking Services or the Platform Services you acknowledge that:
 - a) Smartzi does not provide any transportation services to you as part of the Smartzi Platform and instead acts as an intermediary between you and a Driver in connection with a given private hire booking;
 - b) Drivers are not employees of Smartzi or any of its associated companies;
 - c) If Smartzi makes an offer to you for a private hire booking as disclosed agent for a Driver as principal, and you accept such an offer, a contract is formed between you and the relevant Driver and Smartzi is not a party to that contract; and

- d) It is your responsibility to check the fare payable before accepting an offer to enter into a contract with a given Driver for a private hire booking through the Smartzi
- e) Platform – this fare will be stated on the Smartzi Platform and further information on calculation of the fare may be found at www.smartzi.com.

2.4. You hereby acknowledge that any charges payable for a given journey facilitated using the Smartzi Platform will be determined by the relevant Driver within certain pricing framework restrictions. For information on how the fare is calculated, please see www.smartzi.com.

2.5. **Booking Services.** Smartzi provides the following services to you free of charge (although Smartzi expressly reserves the right to charge for such services in future):

- a) recording any Booking;
- b) assisting you with any lost property enquiries in relation to any Booking (and for information on lost property, please see www.smartzi.com);
- c) receiving any feedback, suggestions or complaints that you may have in respect of a given Booking,

(such services, the “**Booking Services**”).

3. Limitation of Liability

3.1. Subject to clause 3.2 below, Smartzi will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Agency Services or the Booking Services (whether or not such liability arises as a result of any act or omission of Smartzi, any of its employees, independent contractors, agents or otherwise) and in particular, Smartzi will not be liable for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill or reputation; or

e) any indirect or consequential loss or damage.

3.2. Nothing in these Terms and Conditions excludes the liability of Smartzi:

- a) for death or personal injury caused by Smartzi's negligence;
- b) for fraud or fraudulent misrepresentation; or
- c) in respect of any liability where it would be unlawful to limit or exclude such liability.

PART 2A – AGENCY AND BOOKING SERVICES PROVIDED BY SMARTZI OUTSIDE GREATER LONDON AREA

1. APPLICATION OF PART 2A OF THESE TERMS AND CONDITIONS

Part 2A applies to the Agency Services and Booking Services for outside the Greater London Area.

2. AGENCY AND BOOKING SERVICES

2.1. Smartzi provides Private Hire Operator Services in connection with journeys made outside Greater London Areas in accordance with the Local Government (Miscellaneous Provisions) 1976 Act (Part II). Smartzi holds an operator's licence from Local Government Authorities for the areas where it provides Agency Services and Booking Services.

2.2. Smartzi offers to make a private hire booking using its platform and/or telephone operating from its Private Hire Operator registered office and/or local operating centre.

2.3. When you accept such a booking, and by continuing to use the Platform Services you acknowledge that:

- a) Smartzi provides transportation services to you as part of the Smartzi Platform;
- b) Drivers are not employees of Smartzi or any of its associated companies;
- c) It is your responsibility to check the fare payable before accepting an offer to enter into a contract with Smartzi for a private hire booking through the Smartzi

Platform – this fare will be stated on the Smartzi Platform and further information on calculation of the fare may be found at www.smartzi.com

- 2.4. You hereby acknowledge that any charges payable for a given journey facilitated using the Smartzi Platform will be determined within certain pricing framework restrictions. For information on how the fare is calculated, please see www.smartzi.com
- 2.5. Smartzi provides the following services (the “**Booking Services**”) to you free of charge (although Smartzi expressly reserves the right to charge for such services in future):
- a) Recording any Booking (in accordance with S56(2) Local Government (Miscellaneous Provisions) Act 1976;
 - b) Assisting you with any lost property enquiries in relation to any Booking (for information on lost property, please see www.smartzi.com) and maintaining records of lost property in accordance with the provisions of the local Private Hire Operator license;
 - c) Receiving any feedback, suggestions or complaints that you may have in respect of a given Booking

3. LIMITATION OF LIABILITY

- 3.1. Subject to clause 3.2 below, Smartzi will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Operator Services, Agency Services or the Booking Services (whether or not such liability arises as a result of any act or omission of Smartzi, any of its employees, independent contractors, agents or otherwise) and in particular, Smartzi will not be liable for:
- a) Loss of profits, sales, business, or revenue;
 - b) Business interruption;
 - c) Loss of anticipated savings;
 - d) Loss of business opportunity, goodwill or reputation; or
 - e) Any indirect or consequential loss or damage.

- 3.2. Nothing in these Terms and Conditions excludes the liability of Smartzi:

- a) For death or personal injury caused by Smartzi's negligence;
- b) For fraud or fraudulent misrepresentation; or
- c) In respect of any liability where it would be unlawful to limit or exclude such liability.

PART 3 – THE PLATFORM SERVICES

1. APPLICATION OF PART 3 OF THESE TERMS AND CONDITIONS

This Part 3 applies to the Platform Services only (and, for the avoidance of doubt, this Part 3 does not apply to the Agency Services or the Booking Services).

2. THE SERVICES

2.1. **What these terms cover.** Part 3 of these Terms and Conditions govern access or use by you of any applications (including the Smartzi mobile phone application), websites (including www.smartzi.com), goods, services or digital content provided or made available by Smartzi through any medium, other than the Agency Services and the Booking Services (together, the “**Platform Services**”). For the avoidance of doubt, the Agency Services and the Booking Services are separate from and do not form part of the Platform Services.

As part of the Platform Services, Smartzi provides users with access to a mobile phone application and website (such application and website as amended from time to time, the “**Smartzi Platform**”) through which users may book private hire bookings with Drivers who are third party independent contractors. Use of the Smartzi Platform requires an account with Smartzi (an “**Account**”).

2.2. **Personal use only.** The Platform Services are provided for your own personal and noncommercial use only.

2.3. **Registration for a Smartzi Account.** Access to the Platform Services is only permitted where you have registered and maintained an Account. In order to register for and maintain an Account, you must be at least 18 years old (or the requisite age of

majority in the jurisdiction in which you are based, if older). Registration for an Account may be carried out using the Smartzi Platform and requires you to provide:

- a) Accurate and up to date personal information, including but not limited to your name, date of birth, address, telephone number and email address; and
- b) Such other information that Smartzi may require from time to time.

When using your Account, you may register a credit card which can be used for any payments due in respect of a given Booking. Where you have added a credit card to your Account, and you elect by way of the Smartzi Platform to pay for a given Booking with your credit card, you thereby irrevocably authorise Smartzi to collect any fees due to the Driver in respect that Booking (such as the cost for that journey, and any cancellation, waiting or cleaning charges that may become due in accordance these Terms and Conditions) by way of such credit card.

2.4. **Use of the Platform Services.** By continuing to access the Platform Services, you agree that:

- a) You will keep all information provided to Smartzi up to date (including, but not limited to, any credit card information you may have added to your Account and your contact email address);
- b) You will keep all username and password information confidential;
- c) You will not permit any other person to access your Account or to request a private hire booking using your Account, and you are responsible for any unauthorised use of your Account by third parties (and you hereby indemnify Smartzi in respect of any loss or damage suffered by Smartzi as a result of such unauthorised use);
- d) You are not permitted to assign or otherwise transfer your Account to any party;
- e) You are permitted to have only one Account; and
- f) You will comply with all applicable laws and regulations when using the Platform Services, and will not cause any nuisance, damage, disruption or other loss or damage to any party (including, but not limited to, any Driver providing transportation services to you as an independent contractor).

- 2.5. **Unauthorised Account Access.** Smartzi has the right to disable any user identification code or password, whether chosen by you or allocated by Smartzi, at any time, if in Smartzi's reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Smartzi using the email address set out in Part 1 above.

3. CHARGES THROUGH THE SMARTZI PLATFORM

- 3.1. By using the Platform Services you acknowledge and understand that you may be charged through the Smartzi Platform. In particular, where you have indicated you wish to pay for a given Booking using a credit card registered to your Account, Smartzi will act as a disclosed payment collection agent for the relevant Driver (as principal) and collect any applicable charges on behalf of such Driver through the Smartzi Platform.
- 3.2. Prior to accepting an offer to provide a private hire booking made by a Driver (acting through its agent Smartzi) using the Smartzi Platform, you will be asked to confirm that you agree to a fixed charge due in respect of such booking and to select whether you would like to pay for that private hire booking using either a credit card registered to your Account or by way of a cash payment.
- 3.3. By accepting a Booking in accordance with clause 3.2 and by selecting that you would like to pay for that private hire booking by credit card, you irrevocably authorise Smartzi to collect any charges due in respect of that Booking as disclosed payment collection agent on behalf of the applicable Driver. Such charges will be deducted immediately upon (or within a reasonable time period after) completion of your private hire booking with the Driver using the credit card information designated in your Account. Any charges collected from you will be inclusive of any taxes under any applicable law (including, but not limited to, value added tax).
- 3.4. By accepting a Booking in accordance with clause 3.2 and by selecting that you would like to pay for that private hire booking by cash, you irrevocably agree to pay for any charges due in respect of that Booking in cash to the relevant Driver immediately upon

completion of your private hire booking. No charges will be deducted from you from any credit card registered to your Account. Any charges collected from you will be inclusive of any taxes under any applicable law (including, but not limited to, value added tax).

- 3.5. **Cancellation of bookings.** The Smartzi Platform permits you to cancel any Booking you have made with a Driver at any time prior to the Driver's arrival at the designated pick-up location. Charges may still apply in accordance with Smartzi's cancellation policy which may be found at www.smartzi.com.
- 3.6. Any charges paid by you are final and non-refundable, save with the consent of Smartzi (acting in its sole discretion).
- 3.7. **Additional charges – Cleaning and Repair Charges.** You hereby acknowledge that you are responsible for any reasonable cleaning or repair charges incurred by any Driver in cleaning and/ or repairing any Driver vehicle as a result of your use of the Platform Services. In the event that any Driver incurs or will incur any such charges as a result of your use of the Platform Services:
- a) if you elected to pay for that private hire booking by credit card, you hereby authorise Smartzi to collect such charges from you on behalf of such Driver (acting as disclosed payment collection agent) by way of the credit card registered to your Account; and
 - b) if you elected to pay for that private hire booking by cash, you are required to pay such charges to the Driver in cash at the end of your private hire booking, in addition to any other charges that may be due in respect of that private hire booking.

In each case, such charges are final and non-refundable, save with the consent of Smartzi (acting in its sole discretion).

- 3.8. **Additional charges – Waiting Charges.** You hereby acknowledge that if you delay in reaching the destination set by you for pickup in relation to the private hire booking, you may be charged for time spent by the relevant Driver in waiting for you to arrive

(and charges so payable are referred to in these Terms and Conditions as “Waiting Charges”). For information on how Waiting Charges are calculated, please see the Smartzi Website – www.smartzi.com. In the event that any Waiting Charges are payable:

- a) if you elected to pay for that private hire booking by credit card, you hereby authorise Smartzi to collect such charges from you on behalf of such Driver (acting as disclosed payment collection agent) by way of the credit card registered to your Account; and
- b) if you elected to pay for that private hire booking by cash, you are required to pay such charges to the Driver in cash at the end of your private hire booking, in addition to any other charges that may be due in respect of that private hire booking.

In each case, such charges are final and non-refundable, save with the consent of Smartzi (acting in its sole discretion).

3.9. Smartzi will not be responsible for any data access charges, or SMS charges, payable by you in connection with the Platform Services or the Smartzi Platform. You may be charged fees for using the Smartzi Platform on your mobile phone and you acknowledge that such fees will be your responsibility. You are also responsible for obtaining and setting up any hardware or other equipment required to access the Smartzi Platform.

4. LICENCE TO USE THE SMARTZI PLATFORM

4.1. Subject to your compliance with these Terms and Conditions (including, but not limited to, the remaining terms of this clause 4), Smartzi hereby grants to you a non-exclusive, non-transferable, revocable licence to use the Smartzi Platform (the “**Licence**”).

4.2. You may download, install and use the Smartzi Platform on your personal device(s) for your personal purposes only and for the sole purpose of accessing the Platform Services.

4.3. You undertake:

- a) not to copy the Smartzi Platform in any way;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Smartzi Platform;
- c) not to make alterations to, or modifications of, the whole or any part of the Smartzi Platform, nor permit the Smartzi Platform or any part of it to be combined with, or become incorporated in, any other programs; and
- d) not to disassemble, decompile, reverse-engineer, modify, adapt or create derivative works based on the whole or any part of the Smartzi Platform nor attempt to do any such thing.

4.4. You acknowledge that you have no right to have access to the Smartzi Platform in source code form.

4.5. Smartzi may terminate this Licence at any time without your consent.

5. INTELLECTUAL PROPERTY

You acknowledge that all intellectual property rights in the Smartzi Platform (and any part thereof) anywhere in the world belong to Smartzi, that rights in the Smartzi Platform are licensed (not sold) to you, and that you have no rights in, or to, the Smartzi Platform (or any part thereof) other than the right to use it in accordance with the terms of the Licence.

6. USER CONTRIBUTIONS TO THE SERVICES

6.1. **Content Standards.** These content standards apply to any and all material which you contribute using the Smartzi Platform (“**Contributions**”), and to any interactive services associated with the Smartzi Platform. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.

6.2. Contributions must:

- a) Be accurate (where they state facts).
- b) Be genuinely held (where they state opinions).

- c) Comply with applicable law in the UK and in any country from which they are posted.

6.3. Contributions must not:

- a) Contain any material which is defamatory of any person;
- b) Contain any material which is obscene, offensive, hateful or inflammatory;
- c) Promote sexually explicit material;
- d) Promote violence;
- e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- f) Infringe any copyright, database right or trade mark of any other person, or infringe any third party's intellectual property rights;
- g) Be likely to deceive any person;
- h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- i) Promote any illegal activity;
- j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- k) Be likely to harass, upset, embarrass, alarm or annoy any other person;
- l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- m) Give the impression that they emanate from Smartzi, if this is not the case; or
- n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

6.4. Smartzi, acting at in its sole discretion, may determine whether any of the content standards applying to any Contributions have been breached and, if Smartzi does determine that such standards have been breached, Smartzi may immediately and without notice to you remove or amend any such Contributions to remedy such breach. However, Smartzi shall not be obligated to actively review or monitor any Contributions.

6.5. **User Generated Content not approved by Smartzi.** The Smartzi Platform may include information and materials uploaded by other users of the Smartzi Platform, including but not limited to bulletin boards and chat rooms. This information and these materials have not been verified or approved by Smartzi. Smartzi does not provide any warranty whatsoever that such information and materials are up to date, accurate, correct or otherwise, nor does Smartzi give any warranty that the intellectual property in any such information and material belongs to the user of the Smartzi Platform that uploaded the relevant information and/ or materials. The views expressed by other users on our site do not represent Smartzi's views or values. If you wish to complain about information and materials uploaded by other users please contact Smartzi using the email address set out in Part 1 above.

6.6. **Uploading Content to the Smartzi Platform.** Whenever you make use of a feature that allows you to upload content to the Smartzi Platform, or to make contact with other users of the Smartzi Platform, you must comply with the content standards set out above.

You hereby warrant to Smartzi that any Contribution will comply with those standards, and you will be liable to Smartzi and indemnify Smartzi for any breach of this warranty. This means you will be responsible for any loss or damage Smartzi suffers as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and nonproprietary. You retain all of your ownership rights in your content, but you hereby grant Smartzi and other users of the Smartzi Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to Smartzi are described in rights you are giving Smartzi to use material you upload set out in clause 6.7 below.

6.7. **Rights you are giving Smartzi to use your Contributions.** When you upload or post Contributions to the Smartzi Platform, you grant Smartzi a perpetual, worldwide, nonexclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform the Contributions in connection with the

service provided by Smartzi Platform and across different media. Smartzi may also wish to use the Contributions to promote the Smartzi Platform, which shall be permitted. Smartzi also has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Smartzi Platform constitutes a violation of their intellectual property rights, or of their right to privacy. You are solely responsible for securing and backing up any Contributions you may make.

7. VIRUSES AND OTHER MALICIOUS SOFTWARE

- 7.1. Smartzi does not guarantee that the Smartzi Platform will be secure or free from bugs or viruses. You are responsible for configuring your mobile phone, tablet, computer or other information technology that you use to access the Smartzi Platform. You should use your own virus protection software.
- 7.2. You must not misuse the Smartzi Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Smartzi Platform, the server(s) on which the Smartzi Platform is stored or any server, computer or database connected to the Smartzi Platform. You must not attack the Smartzi Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Smartzi will report any such breach to the relevant law enforcement authorities and Smartzi will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Smartzi Platform will cease immediately.

8. LIMITATION OF LIABILITY

- 8.1. You are asked to read this clause carefully.
- 8.2. This clause 8 sets out the entire financial liability of Smartzi (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:
 - a) arising under or in connection with these Terms and Conditions;

- b) in respect of any use by you of the Platform Services and the Smartzi Platform or any part of them; and
- c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms and Conditions,

(in each case, save to the respect that such liability relates to the Agency Services or the Booking Services which are subject to a different limitation of liability as set out in Part 2 above).

8.3. The Platform Services and the Smartzi Platform are provided to you on an “as is” basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions. In particular, Smartzi does not provide any warranty, representation or guarantee that:

- a) the Platform Services will be provided error free and without interruptions;
- b) any private hire booking booked through the Smartzi Platform will arrive promptly or on time; or
- c) any Driver engaged by through the Smartzi Platform is qualified or suitable in relation to a given private hire booking.

8.4. Subject to clauses 8.2 and 8.5:

- a) Smartzi shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms and Conditions; and
- b) Smartzi’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to £500.

8.5. Nothing in these Terms and Conditions excludes the liability of Smartzi:

- a) for death or personal injury caused by Smartzi's negligence;
- b) for fraud or fraudulent misrepresentation; or
- c) in respect of any liability where it would be unlawful to limit or exclude such liability.

9. AMENDMENTS TO THESE TERMS AND CONDITIONS AND TERMINATION

9.1. **Amendments to these Terms and Conditions.** Every time you use the Platform Services, the Terms and Conditions in force at the time of your order will apply to the contract between you and Smartzi. Please see the date of these Terms and Conditions set out at the beginning hereof. Smartzi may revise these Terms and Conditions from time to time. If these terms and conditions are so revised, Smartzi will notify you of the changes using the Smartzi Platform. By continuing to use the Smartzi Platform after such notification, you will be deemed to have accepted such changes and such amended Terms and Conditions will apply to the Platform Services going forward. If you do not accept such changes, you must immediately stop using the Platform Services.

9.2. **Termination of the Services.** Smartzi expressly reserves the right to terminate your access to the Platform Services without notice if:

- a) you a breach in of any these Terms and Conditions; or
- b) if Smartzi otherwise determines, in its absolute discretion, that it is advisable or necessary to do so.

You may cease to use the Platform Services at any time and are not obliged to use the Services in any way.

10. THIRD PARTY SERVICES

Third party services ("Third Party Services") may be used by Smartzi in providing the Platform Services and other services to you. You hereby agree and acknowledge that you

have no ownership rights (including, but not limited to, intellectual property rights) over any Third Party Services whatsoever.

11. PROMOTIONS

11.1. From time to time Smartzi may offer you access to promotional offers as part of the Platform Services (“Promotions”). Such Promotions are subject to these Terms and Conditions and any additional terms and conditions set out in or attached to the relevant Promotion (“Additional Terms”). In the event of conflict between these Terms and Conditions and the Additional Terms, the Additional Terms shall prevail in relation to the relevant Promotion.

11.2. You may not use any Promotion more than once. Promotions cannot be exchanged for cash or used by any person other than the person to whom the Promotion was originally issued by Smartzi. You hereby undertake to Smartzi:

- a) to comply with all terms and conditions (including, but not limited to, any applicable Additional Terms) relating to the Promotions;
- b) not to sell or otherwise attempt to transfer any Promotion issued to you to any other person; and
- c) to use any Promotion only for its intended purpose.

11.3. You acknowledge that any Promotion may have an expiry date following which you will have no right to use such Promotion.

11.4. may at any time withdraw or cancel any Promotion issued to you without your consent.

12. GRATUITIES

Smartzi does not collect any gratuities or tips on behalf of any Driver. You are not required to give any gratuity or tip to any Driver and if you do so this is entirely at your discretion.

PART 4 – OTHER IMPORTANT TERMS

1. APPLICATION OF PART 4 OF THESE TERMS AND CONDITIONS

The terms set out in this Part 4 apply to all of the Agency Services, the Booking Services and the Platform Services.

2. SERVICES LIMITED TO CERTAIN AREAS

The Agency Services, the Booking Services and the Platform Services are limited to private hire bookings in respect of Greater London and those other areas where Smartzi holds an operator's licence from Local Government Authorities for the areas where it provides Agency Services and Booking Services.

3. HOW SMARTZI MAY USE YOUR PERSONAL INFORMATION

3.1. Smartzi will use the personal information you provide to Smartzi:

- a) to carry out the Agency Services, the Booking Services and the Platform Services;
- b) where you have elected to pay for a given Booking using a credit card registered to your Account, to process payment for any charges incurred by you using the Platform Services as a disclosed payment collection agent on behalf of a Driver;
- c) to assist with resolution of any dispute that may have taken place as part of a private hire booking made between you and a Driver (including, for the avoidance of doubt, the disclosure of your personal information to any insurance loss adjuster or claims handler in the event of a car accident taking place);
- d) as required as part of the Agency Services in Smartzi's capacity as an operator under the Private Hire Vehicles (London) Act 1998 or the Local Government (Miscellaneous Provisions) 1976 Act (Part II). (and in particular, but not limited to, Smartzi's requirement to provide information to Transport for London or other relevant licensing authority in relation to any private hire bookings booked using the Smartzi Platform);

- e) as and when it is legally obliged to do so under any applicable law or regulation;
and
 - f) if you agreed to this as part of your Account, to give you information about similar products that Smartzi provides, but you may stop receiving this at any time by contacting Smartzi.
- 3.2. Please see Smartzi's privacy policy at www.smartzi.com in relation to use of your personal data.
- 3.3. **Smartzi may pass your personal information to credit reference agencies.** Where Smartzi extends credit to you for the products Smartzi may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 3.4. Smartzi will only give your personal information to other third parties where the law either requires or allows Smartzi to do so.

4. OTHER IMPORTANT TERMS

- 4.1. **Smartzi may transfer its rights and obligations agreement to someone else.** Smartzi may transfer its rights and obligations under these Terms and Conditions to another organisation without your consent. Smartzi will always notify you through the Smartzi Platform if this happens.
- 4.2. **You need Smartzi's consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if Smartzi agrees to this in writing.
- 4.3. **Nobody else has any rights under these Terms and Conditions.** These Terms and Conditions are between you and Smartzi and no other person shall have any rights to enforce any of their terms. Neither you nor Smartzi will need to get the agreement of any third party in order to end the contract or make any changes to these terms.
- 4.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these Terms and Conditions operates separately. If any court or relevant

authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- 4.5. **Even if Smartzi delays in enforcing these Terms and Conditions, Smartzi can still enforce the Terms and Conditions later.** If Smartzi does not insist immediately that you do anything you are required to do under these Terms and Conditions, or if Smartzi delays in taking steps against you in respect of your breaking these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent Smartzi taking steps against you at a later date.
- 4.6. **Which laws apply to this contract and where you may bring legal proceedings.** These Terms and Conditions are governed by English law, and Smartzi and you can bring legal proceedings in respect of the subject matter of these Terms and Conditions in the English courts.
- 4.7. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

REFUND POLICY

In the event of any situations arising that lead to a request for a customer refund, Smartzi will address these issues and liaise with the concern driver in order to determine the customer's entitlement and then update the customers by email or by phone. Smartzi can be contacted at info@smartzi.com for any refund related issues.

LOST PROPERTY POLICY

This is the lost property policy (the "Policy") referred to in clause 2.5 of Part 2 of the Smartzi Limited ("Smartzi") User Terms and Conditions (the "Terms and Conditions").

As part of the Booking Services, Smartzi will use reasonable endeavours to assist users of the Smartzi Platform with any lost property enquiries that they may have in relation to a given Booking.

This service forms part of the Booking Services and accordingly Smartzi's liability in respect of this service is subject to the limitation of liability set out in clause 3 of Part 2 of the Terms and Conditions.

Where, in respect of a given Booking, a Driver notifies Smartzi that a customer of the Driver has left lost property in the vehicle, Smartzi will use reasonable endeavours to arrange for the Driver either to (at the Driver's sole option):

- a) deliver the relevant item(s) of lost property to Smartzi's main office; or
- b) deliver the relevant item(s) of lost property directly to the relevant customer.

If any item(s) of lost property are returned to Smartzi's main office, Smartzi will hold such item(s) for a time period of 6 months. If you wish to collect any item(s) of lost property, you must (within that time period and during normal business hours) bring such evidence of identity as Smartzi (acting reasonably) deems appropriate for the purposes of identifying you as the relevant owner of the item(s).