



YOUGO CORPORATE ACCOUNT TERMS AND CONDITIONS

Effective as of May 06, 2019

By starting or continuing to use our services, you are agreeing to follow the terms that are laid out within this agreement. Please read this the below carefully, if you do not agree to these terms, please refrain from using our services and contact us either through your appointed local representative (District Manager) or at hello@yougo.taxi. As always, we will be delighted to work with you to ensure you are completely comfortable moving forward with YOUGO.

1. DEFINITIONS AND INTERPRETATION

In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

“App” means the application which provides a platform for placing orders, which is known as YOUGO

“Cancellation Fee” means the fee charged for cancellation of an order

“Cancellation Policy” means the full policy understanding as seen below.

“Customer” refers to a YOUGO user that is either requesting or requesting on behalf of someone other than themselves an order for transportation services. This can often refer to a Corporate or Business Client, or third-party making a booking through App, Phone, Email, or Website. A reference to “you” or “your” shall be construed as a reference to the customer.

“Driver” means a driver that has themselves agreed to the YOUGO Driver Policy, that is an independent contractor and will provide transportation services to passengers and customers.

“Fees” means the fare charges payable by the Passenger or Customer in connection with the transportation services.

“Drop Off Point” means the location notified by the Passenger/Customer as the final destination.

“Intellectual Property Rights” means any and all patents, trademarks and service marks, registered designs, design rights and copyright, moral rights, rights in data and databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know how, trade and business names, domain names, get ups, logos and trade dress (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and application for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Order” means a request for Transportation Services by the Customer via the App.

“Partner/Partners” means any company/individual which YOUGO relies on for day to day operations or any company/individual that YOUGO has chosen to outsource services to.

“Passenger” means the individual receiving the transportation service.

“Pick Up Location” means the location chosen for the passenger to be collected from by a Driver

“Privacy Policy” means YOUGO privacy policy available on the YOUGO website.

“Portal” refers to the Customer Portal used on Corporate Accounts to facilitate our service.

“Services” means the platform for ordering Drivers.

“Standby Fee” means the sum of £0.25 for each minute a Driver is waiting to collect you or such other sum as notified to you from time to time via the App; and

“Transportation Services” means transportation services to be provided to you by a Driver.

“User” means the “customer”, the individual making an order for transportation services usually through App, Web or Portal.

“YOUGO” means YOUGO TAXI Limited a company established under the laws of England and Wales with company number 11710508 whose registered office is at 48 Boulevard, Weston-super-Mare, BS23 1NF and references to “us” or “we” shall be construed accordingly;

1. TERMS & CONDITIONS OF USE

These terms & conditions apply to the customer when they submit correct and truthful details as requested on the YOUGO portal, website or through any mobile devices. They apply to customers upon registration and throughout their use of the YOUGO application, website, or related platforms. The service is provided under these terms and conditions. By using the service you agree to be bound by all the terms and conditions found herein. If you do not accept all of these terms and conditions, please do not continue to use the service or its platforms.

YOUGO offers the customer a service and the software required to generate that service. YOUGO is a convenient cloud based platform which enables customers to book transportation services.

To facilitate our services we will supply the personal details provided to YOUGO of the passengers through to Drivers as a booking for transportation is arranged, we will communicate with you for this purpose. This aforementioned information can contain the passengers pick up location and relevant personal data (customer and passenger name, phone number, email, photo). YOUGO will make all efforts to mask the passenger and the driver phone numbers through a third-party provider of security solutions, this is not guaranteed therefore customers are advised to be aware their passengers personal details can be made available in the instance of making a booking.

With respect to using the internet – the technical requirements, configuration and performance of the terminal to use the application including any necessary software are at the users' responsibility and cost.

The appointment of a taxi through YOUGO is free and incurs no charge above the fares/fees displayed at the time of booking. Any charges incurred through use of the YOUGO applications (such as, but not exclusively, network charges) or website costs are the user's sole responsibility.

By ordering a taxi through YOUGO (mobile applications, website, portal or phone) the customer agrees to use the service by adhering to these terms, to pay all relevant fares, and conduct themselves in a respectable manner.

The settlement of fares/fees will be bound by these terms & conditions between YOUGO, the Driver, and the Customer.

By agreeing to these terms & conditions you, and anyone else using your account, agree to adhere to them and to be bound by them

2. SERVICES

The App provides a means to enable passengers who seek transportation to be connected with Drivers. YOUNGO TAXI Limited (YOUNGO) provide a TAXI / PRIVATE HIRE facility through the YOUNGO website/s and mobile applications ("the service"). Upon registering with YOUNGO through our App, Website, Portal or Officers a customer may order a Taxi either through using location based technology (at this point YOUNGO will use the GPS location services of your network operator to help identify your approximate location), or as an extension to this YOUNGO will ask you to enter the pickup and drop off locations, it is the responsibility of the customer to enter and recheck that address/location as to ensure a smooth service is completed.

Access to the App and the Portal is free of charge. However, to book a journey you will need to set up an Account through your local YOUNGO representative, this representative will require key invoicing and payment information prior to use of the service.

YOUNGO does not guarantee availability nor uninterrupted or error free use of the App and shall not be liable for any damage, loss, claims, costs or expenses resulting from or as a consequence of scheduled or unscheduled downtime, unavailability or slowness.

3. TRANSPORTATION SERVICES

To connect you to Drivers for your journey you will need to enter your collection and drop off points, mode of transport and preference on time and date, once this is fulfilled we will then provide you with the option to obtain a quote for the journey, should you then wish to proceed with your journey, you can continue to book. At this point you will receive confirmation of booking through email/SMS, providing a Driver is available your order will be fulfilled, if a Driver is not available you will receive further notification either by email or SMS of this fact and your booking will be cancelled with no charge. By selecting to order you will enter into a contract with YOUNGO, who themselves enter into a contract with the Driver, you will be provided with access to Driver tracking as well as contact facility.

Your order may be cancelled by you prior to the Driver arriving at the pick up location. If the passenger/s are not at the pick up location when the Driver arrives, you may be charged a Standby Fee (see 5. Fees), the Cancellation Fee (see 7. cancellation policy) will be charged if the driver has arrived at the location and the passenger/s are not there to transport, or indeed you cancel after that point, this is referred to as Cancelled On Arrival. Drivers may cancel their provision of transportation services at any time.

4. PAYMENT OPTIONS

Payment through Corporate accounts can be either through Credit/Debit Card, or on Account.

Credit/Debit Card will be billed on individual jobs, all receipts will be sent by email following the successful transaction.

Account will either be paid Weekly, Bi-Weekly or Monthly. This will be invoiced to a pre-agreed customer representative, and should be paid within one week of the email date. For each 7 days the invoice remains unpaid following the initial 7 day period, there will be an added charge of 10%. YOUNGO also reserve the right to hold a customers account until full payment has been made.

5. PAYMENT VIA CREDIT/DEBIT CARD

As part of the booking process, for every trip you book using the card payment option, you agree to allow YOUNGO to make a pre-authorisation payment of THE ENTIRE TRIP COST ("Pre-Authorisation Payment") on your registered credit/debit card. This amount will not be debited from your account at the time of booking but is ring-fenced for YOUNGO. If after using YOUNGO's services, full payment is not successfully made by you for those services, the Pre-Authorisation Payment may be used to settle or as part payment towards the outstanding amount with YOUNGO.

In the event that, after booking, no services are provided by YOUNGO (for example, if your booking is cancelled) the full amount of the Pre-Authorisation Payment will be released by YOUNGO. YOUNGO will endeavor to release

this amount to you as soon as possible, but through our servers and your bank it may take up to 96 working hours to complete any release of the Pre-Authorisation Payment.

Due to the nature of the services we provide, YOUGO reserves the right to change the Pre-Authorisation Payment amount and/or to introduce a fee for use of the App, at any time by notifying you in advance of the start of any services.

6. FEES

The fee to use YOUGO is easily identifiable through the App, the website booking system, and through the Client Portal. YOUGO take measures to ensure all methods of quoting will provide the same end figure, however this is not guaranteed.

Fees can differ dependent on which area of the UK you are ordering from, being collected in, or being dropped off to. Fees can also change with the time of day, and the type of transport requested.

In all circumstances, a Hackney Carriage vehicle will always charge either the meter rate or lower as specified in the District of collection. However Private Hire Vehicles can vary dependent on location, demand, and local conditions.

A Standby Fee is also payable where a driver is made to wait at their pick up location or a location throughout the trip if not pre-planned. This fee is £0.25 per minute and is added as a disincentive for passengers to keep a driver waiting past their agreed pick up time.

Expenses incurred, such as, but not limited to, Parking, Airport Entry and Toll Roads are also expected to be covered by the customer.

Cancellation may result in a fee, this is explained further in 5. Cancellation Policy

7. CONDUCT

You agree that by booking a Taxi or Private Hire Vehicle through YOUGO that you have made a clear agreement with the driver. You agree the passenger will meet the driver at the appointed location, make the journey as booked and pay the full and correct fare/fee. YOUGO reserves the right to bar users that inappropriately use the service.

Drivers do not need to tolerate abuse in any form, Anti-Social behavior, or any behavior that makes them feel uncomfortable. Drivers have the right to ask you to exit their taxi at any point according to their own discretion.

8. CANCELLATION POLICY

YOUGO hope you'll never need to cancel a booking, that said a cancellation fee is charged under the below conditions:

1. The cancellation happens after the Driver has arrived at the pick up location (Cancelled On Arrival).
2. If the cancellation on a future booking happens within 10 minutes of scheduled time and date for collection.

Cancellation Fee:

- The cancellation fee is the full cost of the journey booked and pre-authorised.

Note: Cancellation fee is not applicable if the driver is running 5 minutes or more behind schedule. If this is the case you have the right to cancel without charge, the Pre-authorised payment will never be collected.

9. DATA AND DATA PRIVACY

By downloading and/or using the App, Website, or Client Portal you consent to YOUNGO processing your Personal Data for purposes connected with our Services.

We also process your Personal Data in accordance with YOUNGO's Privacy Policy, please ensure that you read this document before using the App, Website, Email or Phone booking/registration facilities. By using the App, you acknowledge and confirm that you have understood the use of your Personal Data set out in the Privacy Policy.

10. INTELLECTUAL PROPERTY

You acknowledge that all Intellectual Property Rights are owned by YOUNGO and/or partners.

No materials from YOUNGO and/or associated websites or third party partners may be copied, downloaded, reproduced, broadcast, shown or played in public, republished, uploaded, posted, stored, transmitted or distributed in any way or adapted or changed in any way. YOUNGO takes active measures to ensure that no unauthorised use or breach of its intellectual property rights is committed.

11. YOUNGO Green

As part of YOUNGO's ongoing mission to be a responsible business, build on sustainability and off-set CO2 emissions, YOUNGO Green is built into our Corporate Account service.

A tree will be planted through our reforestation partner OneTreePlanted.Org for each day that the service is utilised by our client. In order to qualify for this our client must:

1. Have a live Corporate Client Account
2. Have a minimum of 10 bookings in the week
3. Book through either the Client Portal or the Mobile App linked to the Client Portal Account

We reserve the right to change reforestation partner if we discover a better partner, or indeed remove the incentive altogether. Any change of these natures will be communicated to our Corporate Clients in writing within 1 week of completion.

12. CHANGES TO THE SERVICE

YOUNGO reserves the right, without liability, to change or discontinue any part of the service, temporarily or permanently, at any time (including any fees or charges for using the service). YOUNGO will give the maximum amount of notice of such changes or discontinuance as is possible in the circumstances. Notice of any changes to the service will be made available on this website and/or informed to users by YOUNGO and/or its members.

13. YOUNGO'S LIABILITY

You acknowledge that your use of YOUNGO and/or associated websites & applications to book transportation services constitutes an agreement between you and the Driver and bears no responsibility or liability to YOUNGO.

YOUNGO does not accept liability for any damages, including, without limitation, indirect or consequential damages, loss of profits, use of data or any damages whatsoever arising out of, or in connection with the use or inability to use the service and/or associated websites (including information, advice, products, services, adverts or links of third parties). YOUNGO makes no representations or warranties of any kind whatsoever that the server behind this website is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use the site. Although we take measures to ensure otherwise, YOUNGO is unable to ensure or guarantee the security of any information transmitted over the Internet. Any information or data which you transmit to or by using

YOUGO and/or associated websites is done at your own risk. If any jurisdiction does not allow the exclusion or limitation of liability for consequential or incidental damages, liability is limited to the fullest extent permitted by law.

14. WARRENTY AND LIABILITY

YOUGO cannot warrant that information is always accurate, complete and that it will reach the recipient in a timely fashion.

Where information/data is incorrect, incomplete or submitted late YOUGO cannot be held liable or responsible.

If the application or submission of data through YOUGO causes damage or interruption to the services or any other software or hardware or loss of data then YOUGO cannot be held responsible or liable – the user is responsible for backing up any such information.

YOUGO bears no liability for its driver services or for its service in any form.

15. TERMINATION

These Conditions shall exist for an indefinite period of time. However, the contract for the use of the software and the application may be terminated by either party without notice period or reason, however written notice is required by the exiting party.

16. CONTACTING US AND COMPLAINTS

If you have any concerns, or wish to contact us for any reason, you can do so by emailing us at hello@yougo.taxi.

17. JURISDICTION AND APPLICABLE LAW

These Conditions, and any non-contractual obligations arising out of them, are governed and construed in accordance with the law of England and Wales and any proceedings resulting out of these terms of use, and any non-contractual obligations arising out of them, the Privacy Policy, Services and/or the use of the App shall be held in the Courts of England and Wales.

18. YOUR STATUTORY RIGHTS

These Conditions are without prejudice to your statutory rights.