



YOUGO DRIVER AGREEMENT

Effective as of May 06, 2019

The terms within this policy are to serve as a contract between the driver and YOUGO and to explain how our services work.

By using our services, you are agreeing to follow the terms that are laid out within this policy. Please read this contract carefully, if you do not agree to these terms, please do not use our services. For any further questions, please feel free to contact us at hello@yougo.taxi.

DEFINITIONS USED IN THIS POLICY

“Applicable Law” refers to the regulations that apply within your jurisdiction

“Commission Fees” are the payments from the driver to YOUGO for the services provided by us

“Drop-Off Point” is the arrival destination that the customer wishes to be taken to

“Driver” is the person whom picks up the customer to take them to their drop-off point. The driver will have their own vehicle, not one provided by YOUGO, and will be licensed and fully insured

“Driver Information” refers to the account the driver maintains with YOUGO. This account will retain information on the driver such as their name, driver’s license, and insurance information

“Fees” refers to the amount of money that is owed to the driver by the passenger for their ride from the pick-up location to the drop-off point. Any additional money owed to YOUGO or Driver will be paid separately

“Insurance” refers to the policy held by the driver for their vehicle; referred here, insurances does not include YOUGO in any way. This insurance is business related insurance and has a minimum liability coverage

“Intellectual Property Laws” refer to any trademarked or copyrighted material that was either created by us, or we have license to use. This includes any designs, logos, text, inventions, marketing strategies or business models. Using any of our material that is covered under intellectual property laws without our express written permission is a violation of our rights and may result in civil or legal action. We reserve the right to take any cases of intellectual property infringement to court to have the matter resolved by a judge or jury

“Minimum Fare” is the minimum amount of money required to transport a customer from one location to the next

“Order” is the request for a ride from YOUGO to and from a certain destination

“Partners” are YOUGO affiliates that are used to help run our business by completing tasks for us, such as processing payments or developing new software

“Passenger” is the person who contacted the app in need of our services

“Passenger Information” is the personal information of the passenger, including their name, location, and billing information

“Personal Information Protection” refers to how we collect and store the personal information of our passenger, and what means we take to keep that information confidential

“Personal Information” is information that can personally identify a passenger, such as your name, address, and billing details

“Pick-Up Location” is the location that is identified within the app as the place the passenger needs to be picked up at

“Privacy Policy” is our policy that refers to your rights and ours. This policy is available to view on our website www.yougo.taxi

“Services” refers to our services; YOUGO connecting drivers and passengers to send and receive orders and to set up transportation to and from destinations

“Transportation Services” refers to the driver picking up and dropping off the passenger at their desired location.

“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

Within this policy, any instances of the use of the word “you” will refer to the driver and “we” will refer to YOUGO. The above list was created for reference and clarification purposes. If you have further questions, please contact us at: hello@yougo.taxi.

1. SERVICES

The App provides a means to enable passengers who seek transportation to be connected with Drivers. YOUGO TAXI Limited (YOUGO) provide a TAXI / PRIVATE HIRE facility through the YOUGO website/s and mobile applications (“the service”). Upon registering with YOUGO through our App, Website, Portal or Officers a user may order a Taxi using location based technology, YOUGO will use the GPS location services of the passenger’s network operator to help identify an approximate location, YOUGO will ask the passenger to confirm that the pickup location and drop off locations are accurate, it is then the responsibility of the user to amend that address/location as necessary to ensure smooth service.

The service to the YOUGO appointed Driver is provided under these terms and conditions. By using the Driver App 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, do not continue to use the service.

Access to the App is free of charge. You will need to set up an Account through your District Manager, and provide your payment/banking details in order to access and utilise the Services.

YOUGO 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.

You, our Driver must have a mobile phone to download our app, which is how rides are commissioned. The driver is responsible for any costs involving phone services, app and/or download fees, or any other expenses involved with the upkeep of the phone and the downloading and maintenance of our app.

Drivers make their own schedules and decide when they are available to offer rides. To receive orders, the driver must be logged into the app, and to stop orders from coming in, they must be logged out of the app. All drivers must have a current, valid license when accepting orders, car insurance and public liability must also be current.

The driver is responsible for taking government regulated breaks periodically.

YOUGO cannot be held responsible for any malfunctions in our services, nor can we be held accountable for any losses or damages that may occur from malfunctioning service, including loss of income or inability to communicate with passengers.

YOUGO is not your employer; none of the terms and conditions within this agreement suggest otherwise. All drivers are independent contractors for transportation. We are simply a business agent for the driver in respect to connecting driver and passenger, managing passenger service, and controlling payment services.

2. TRANSPORTATION AND DRIVER RULES

The driver is responsible for providing their own vehicle as well as paying for any expenses necessary to fix and maintain their vehicle unless otherwise noted. The driver must download our app in order to connect to us and to passengers. The driver's personal information, such as name and other pertinent details, will be made available to the passenger. The driver will make decisions, at their sole discretion, whom they will provide services to.

If you do not feel safe with a particular passenger, please do not allow them into your vehicle, and if they are already in your vehicle, please stop as/when possible and request the passenger disembarks. The driver will always be responsible for collecting cash payment, and payment through Credit Card will be collected via our internal systems, unless the passenger has booked by Cash, and requests card after booking, during journey.

3. DRIVER REQUIREMENTS

We are doing all we can to be the number one, the market leader in providing the best service solution for you, our drivers on the front line. In return we expect our drivers to be the very best a passenger can expect.

Our guidelines and code of conduct is below:

1. Only accept jobs when you intend to fulfil them. Any trend of driver cancellations will result in fewer future opportunities.
2. Keep the Driver APP open at all times whilst on the move.
3. You must log off the APP when not available.
4. Cleanliness is key. Both Car and Driver are expected to be kept clean inside and out.
5. The passenger will book through the APP and pay through the APP, additional payment during journey is not required, nor is it standard practice.
6. Only use phone or mobile device when stationary and is safe to do so.
7. Always drive in the correct and proper manner, attentively and obeying the Highway Code without deviation.
8. Conform to YOUGO's dress code. Smart attire or YOUGO apparel where supplied.
9. You do not promote any other provider services to clients you collect on behalf of YOUGO.
10. You are asked to log on to the YOUGO Driver App as available only when within your licenced district boundaries.
11. If in an incident or accident call your District Manager at the first safe opportunity to do so, then report all specifics to hello@yougo.taxi within 24 hours where capable, make sure to also follow you District Authorities guidelines and contact them as specified.

In order to drive under the YOUGO name, we have specific requirements that our drivers must meet for safety and security reasons. All drivers must meet these requirements:

- A current, valid driver's license
- Have at least one years' experience driving
- Have current, active insurance on the vehicle you will be driving in
- Have a current, valid taxi license issued in the area that you will be providing services to
- It is essential that you as an independent contractor hold adequate Public Liability Insurance, we recommend £2,000,000 cover.

You acknowledge that you will ensure that these requirements are met at all times while you are transporting passengers under the YOUGO name. Not following these requirements puts the safety of you, your passenger, and YOUGO's reputation at risk.

YOUGO cannot be held responsible for any loss, damage, or expenses that are incurred while driving for us, or that a passenger may cause or experience while riding in your car from a communication sent by us that occur from you violating these terms and conditions. We reserve the right to assign passenger to drivers who have a better performance record and whom have been working with us for the longest amount of time. We also reserve the right to suspend the service of drivers who do not meet our minimum requirements for fares, or drivers who have violated our terms and conditions. You agree that to receive regular orders, you must maintain the minimum fare requirements.

If you have a passenger that you do not want to give a ride to again, for whatever reason, you have the ability to give the passenger a negative rating, and contact YOUGO Head Office on hello@yougo.taxi to prevent them from using your services again.

You agree to keep your app updated. This includes downloading the latest software, checking in when you reach the pick-up location, updating after you have arrived at the drop-off point, and any lag periods while you are waiting on a passenger. Failure to update the app immediately can be considered fraud, and you may not receive all or part of your payment for the service rendered.

4. COMMISSION FEES

When you use our service to give a ride and you complete a transaction with the passenger, you must pay YOUGO the agreed commission fee. The fees the drivers collect from passengers depend of the service rendered. The fee structure for submitting payments to YOUGO can either be a fixed fee, a percentage fee or a combination of the two. A fixed fee would be the price of a weekly membership with YOUGO to access our services. This fee will be agreed in writing, by email or SMS, YOUGO and Driver must agree before the Commission can be considered active. This Commission is not negotiable, but is subject to any fluctuation in the YOUGO operation strategy.

YOUGO will periodically send a statement that lists all the completed orders and the accrued fees the driver has earned. This statement will also list any commission fees that are due, if applicable. This statement can be used for tax purposes. If there is an error on your statement, please contact us within 48 hours of receiving the statement at hello@yougo.taxi. If there is a dispute over the statement information, you must provide us with all material that we request so we can investigate the dispute. All decisions made regarding the dispute are final and non-negotiable. If an incorrect statement is not reported, or if the driver fails to supply us with the requested materials within a reasonable timeframe once a dispute has been made, the statement will be considered correct and the dispute will be closed.

If the driver still disputes the statement or the fees and refuses to make payment, we may withhold the fees from the order in question, or from a future order if the one in question has already been paid out to the driver. YOUGO will pay all fees owed to the driver according to the statement minus any fees owed to us. Barring any incidences of disputes, all payments will be processed within one week from the date that the statement was issued.

On occasion, YOUGO may have promotional offers where discounted rides are offered to the passengers, or bonuses to any drivers that accept these promotions. If we discover that a driver has violated any terms and conditions of this policy, we may withhold these bonuses or deduct them from your payment. Depending on the nature and severity of the violation, your account may also be suspended or terminated.

5. DRIVER PAYMENTS

Dependent on the location in which the Driver operates or Passenger books from, the fare can either be paid by Cash or Credit/Debit Card. If paid cash the Driver agrees to collect upon conclusion of the journey, if by Credit or Debit Card YOUGO will collect following completion of the journey, and agrees to pay the Driver a total of 1 week in arrears each Sunday close (or before).

Commission Fees will be deducted from the fare prior to being sent to the Driver. Where possible the commission fee from any Cash jobs completed will also be deducted from these Credit Card fares. If the Credit

Card fares are insufficient to cover Commission owed, then an invoice will be generated for Driver to pay YOUNGO monies due.

Should the driver be in arrears to YOUNGO, YOUNGO have the right to suspend account until payments are settled.

6. DATA COLLECTION AND PRIVACY

By using our services, you are giving YOUNGO the right to collect, store, and process your personal information to operate our services efficiently. We may sometimes contact you regarding news and business having to do with YOUNGO, or indeed news from our affiliates. When storing your information, we will make every reasonable effort to keep your data private and secure. If your information is processed outside of our platform, it will only be done through our partners and other trusted services.

Passenger personal information will be given to you in order to complete a transportation service. You are responsible for keeping this information secure and to never allow third-party entities access to this sensitive information. You are not allowed to store passenger personal information on your phone or through other physical or electronic means. Passengers will in turn be provided with your personal information so that you can be identified as the service provider. These details include your name, vehicle make, model, color, and registration, telephone number and other information that can help them identify you as their Driver. By using our services, you are granting us permission to convey this information to the passengers.

Please be sure that you have read this entire agreement before using our services, so that you are aware of the rules of our platform, as well as your rights regarding our privacy policy. Once you have accessed our services, you are confirming that you agree with our terms and conditions and will abide by them while using our services. You are also agreeing that you understand the personal information policy and the privacy policy contained within.

By using our services, you agree that you will abide by the following rules:

- You will follow the rules regarding protection of passenger information
- You will not act in a manner that may expose YOUNGO to safety or security breaches
- You will not hold YOUNGO responsible for any loss or damage that may occur from breaching any of our terms and conditions, including loss of wages

If at any time you suspect that the security of a passenger's personal information has been breached, you will contact us immediately on hello@yougo.taxi. We will need to know which passenger you think is in danger, and exactly what information you think may be at risk. You will follow any instructions we give you in order to remedy the situation.

While YOUNGO makes every effort to keep our app safe and functioning properly, we cannot guarantee that our services will always be free from malware. To help us keep our software bug free, you must not use websites that are risky, or introduce Trojans or viruses to our services on purpose. Any introduction of malicious material can harm our technology and has the ability to ruin our system. You must not try to access restricted areas on our services. You must not engage in any activity that hampers the normal functioning of our services.

Engaging in any of these activities is a criminal offense that has real world consequences. If you are caught engaging in any of these activities, you will be reported to the proper authorities and we will turn over all of your personal information to them. Your right to use our services will be terminated, and we may pursue legal action against you in a court of law. We reserve the right to be compensated for any damages done to our services through your malicious intent, and in some cases we may request jail time. Computer Misuse is against the law; please don't engage in it.

YOUNGO will communicate with you electronically via phone call, text, email, or instant message. We may also make general information posts on our website. Our affiliates may communicate with you using these same methods. You agree to accept all of these communications by using our services.

7. ACCOUNT SUSPENSION

We reserve the right to suspend an account that is in breach of any of these terms and conditions. If the user is willing to rectify their situation, we will allow use of our services again. If the misuse continues, the account will be terminated. We reserve the right to suspend or terminate an account without prior notice. We also reserve the right to restrict certain features of our services as needed.

8. LIABILITY

Our services are provided without warranties of any kind. We cannot guarantee the accurateness of our content. By using our services, you are accepting any risk involved. We do not guarantee that our services will always function properly without any interruptions or errors. We cannot guarantee that our services will be compatible with your phone, software, or other devices. We cannot guarantee that our services are suited for your purposes. We cannot be held responsible for any losses, damages or disputes you may have with one of our third-party affiliates. This includes loss of income, damages to personal property, loss of passengers, or loss of time.

- We cannot be held liable for any loss or damages that arise from your own neglect, or failure to comply with the terms and conditions laid out within this agreement.
- We cannot be held responsible any loss or damages for a security breach regarding personal information.
- We cannot be held liable for any loss or damage that results in your breach of contract with us, including loss of passengers and loss of income.
- We cannot be held liable for any loss or damages that are the result of our services not performing normally in situations that are beyond our control.

The totality of our liability to you includes fees to be paid to you for completed orders.

9. INDEMNIFICATION POLICY

By using our services, you agree to hold harmless YOUNGO and our affiliates against any claims regarding losses, damages, owed monies, liabilities, court fees and attorney fees, or any other expenses that are may arise if you violate the terms and conditions laid out within this policy, violate any local or jurisdictional laws while using our services, violate the rights or the security of any of our affiliates or passengers while using our services, or if you misuse our services. You will not be compensated for any losses or damages incurred due to your own negligence or misuse of our services.

10. TERMINATION

If at any time you wish to terminate your account, which includes permanently deleting your account and uninstalling our app, you have the right to do so. If you terminate your account of your own volition, we are more than happy to work with you at a future date if you so choose.

We also reserve the right to terminate your account if you are not following our terms and conditions policy, or if you have broken our rules on more than one occasion. Once we terminate your account, you are no longer able to use our services and your account will be permanently disabled. You may not create a new account. You may not attempt to open a new account under false pretenses, such as by using another person's identity. You are not entitled to any compensation due to loss of wages from your account being terminated, and you are not entitled to debate the matter. If your account has been terminated, it is for a reason, and we no longer wish to do business with you.

11. POLICY CHANGES

We reserve the right to makes changes to this terms and conditions agreement any time, at our sole discretion. In order to stay informed regarding changes to this policy, we suggest that you regularly review our terms and conditions to make sure that you agree with these changes. By using our services after the changes have gone into effect, you are agreeing to these new policies. A link to this policy can be found on the homepage of our website. Please check the date at the top of this document to ensure that you are reading the most recent version.

12. YOUR ACCOUNT

Your account is still the property of YOUNGO. Therefore, you are not allowed to share, transfer or sell your rights of use to another user or entity. We reserve the right to assign our rights to others without your notice or permission at any time, at our sole discretion. If we discover another user has access to your account and the personal information that is contained there, we reserve the right to suspend or delete your account immediately, without prior notice. If we discover that you are letting others drive while using your account, we reserve the right to cancel your account immediately. In any instances of fraud, theft, or intentional security breach, we reserve the right to take legal or punitive action against the offending driver by seeking compensation in a court of law or by pressing charges and requesting jail time for the offender.

13. INVALID TERMS

If at any time a court of law deems any of the terms and conditions that are laid out within this policy to be ineffective, those specific terms will be dismissed, however the rest of the terms will still be enforced in full. Any violations of the terms that are still in effect can be punished with legal action. In the case that a court is still deciding whether certain terms are invalid, the terms in question are still considered to be in effect in reference to our policy until otherwise notified.

14. THIRD PARTY ENTITIES

The terms and conditions mentioned within this policy only apply to the person that we have a contract with, not with any third-party individuals, businesses or entities. A third-party does not have the right to enforce these terms and conditions, but they do have the right to level their own policies against an individual who is using their services. A party that does not have a direct interest in our company does not have the right to enforce our policies on our behalf.

15. WAIVER POLICY

If YOUNGO does not immediately seek to remedy or punish an offense regarding these terms and services, it does not mean that we waive our rights in the matter, nor does it mean that we will not take appropriate action in the future. If we only partially remedy or punish an offense, we still have the right to fully seek compensation or satisfaction regarding the damages done towards us and our brand. Our waiver policy is enforced at our sole discretion.

16. PARTNERSHIP AND AFFILIATES

Your affiliation with YOUNGO does not constitute a partnership between us, nor does it constitute a partnership between you and any of our affiliates. You are not entitled to any profits that are made from our affiliate marketing and promotions, nor are you entitled to use our services for commercial purposes outside of our platform. Any person using our services for their own financial gains is infringing upon our intellectual property rights and is subject to civil action in a court of law.

17. QUESTIONS AND CONCERNS

If you have any questions or concerns regarding this policy, or if you require further clarification on the policies, please contact us at the email address below.

If you feel that the passenger is behaving inappropriately, unsafely, or in a fashion that makes you uncomfortable, please drop the passenger off as quickly as possible and contact us at hello@yougo.taxi so that we can log the situation. Through contacting us you have the ability to block a passenger from using your services again. Whom you choose to give a ride to is at your complete discretion.

18. JURISDICTIONAL LAWS

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.

19. MORE INFORMATION

This policy is a guideline for our users on how to use our services properly, and how to comply with our rules and regulations. These are put forth in order to protect you, our passengers, and our company. YUGO and our affiliates are here to offer help to you regarding proper use of our services, and to inform you of promotions and marketing ventures. Please feel free to contact us if you want to know more about our services or the services of our affiliates on hello@yugo.taxi.