



YOUGO PASSENGER 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 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.

“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 either making an order for transportation services or indeed realising those transportation services to complete a journey. A reference to “you” or “your” shall be construed as a reference to the passenger.

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

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

“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” or “Passenger”, the individual making an order for transportation services usually through App or Web.

“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 user when they submit correct and truthful details as requested on the YOUGO website and/or through any mobile devices. They apply to users 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/app/web platform.

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

We will supply the personal details of the customer provided to YOUGO to drivers as a booking for transportation, we will communicate with you for this purpose. This aforementioned information can contain the users pick up location and relevant personal data (user name, phone number, email, photo). YOUGO will make all efforts to mask the user and the driver phone numbers through a third-party provider of security solutions, this is not guaranteed therefore users are advised to be aware their 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 or website or any other method) the user 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 Passenger.

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. 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, at this point YUGO will use the GPS location services of your network operator to help identify your approximate location, as an extension to this YUGO will ask you to enter the pickup location and drop off locations, it is the responsibility of the user to enter and recheck that address/location as to ensure a smooth service is completed.

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, do not continue to use the service.

Access to the App is free of charge. You will need to set up an Account and may need to provide your payment details (if in a CASH Free location) in order to access the Services.

YUGO 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, you will be required to enter or disclose your collection location. As you enter your drop off point we will 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 YUGO, who themselves enter into a contract with the Driver, you will be provided with access to Driver tracking as well as contact facility through your YUGO App.

You acknowledge that your geo-location information will be obtained through your device so we can facilitate our service, this will be provided to both YUGO, third-party partners and Drivers.

Your order may be cancelled by you prior to the Driver arriving at the pick up location. If you 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 you 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.

Upon completion of your journey, you will be given the option to rate your Driver via the App. It is important this is accurate as it will impact the Drivers future YUGO position.

4. Payment with credit and debit cards through YUGO App, Website, or Phone

The access to, and use of, the Site and the App is free of charge.

In order to be able to make payments with credit or debit card from the App, you must provide YUGO with your location information, mobile number and credit/debit card data. YUGO uses these details in accordance with its Privacy Policy.

As part of the booking process for every trip you book using the App and select card payment, you agree to allow YUGO 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 YUGO. If after using YUGO'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 YUGO. Please note that your access to the App may be blocked or suspended at YUGO's sole discretion until the full outstanding amount is settled. YUGO reserves the right to permanently close down your account if you regularly fail to make payment or if YUGO reasonably deems any amount outstanding is significant.

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, YOUNGO 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.

5. FEES

The YOUNGO service is a chargeable service unless a specific promotion is authorised and used.

The fee to use YOUNGO is easily identifiable through the App, the website booking system, and through client portals. YOUNGO 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.

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

6. Conduct

You agree that by booking a Taxi or Private Hire Vehicle through YOUNGO that you have made a clear agreement with the driver. You agree to meet the driver at the appointed location, make the journey as booked and pay the full and correct fare/fee. YOUNGO 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.

7. Cancellation Policy

YOUNGO 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-authorized payment will never be collected.

8. 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.

9. 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.

10. 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.

11. 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 YOUNGO 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.

12. Obligation of the user

1. The user is committed to being truthful and sincere with respect to the personal data that they submit to YOUNGO through mobile phone or website and agree to use it in a truthful and legal way
2. The user may use the applications or website as long as they agree not to willfully cause any damage, interruption to service, congestion.

3. The user agrees not to attempt to circumvent access and/or amend the YOUNGO services or software in any way.
4. YOUNGO reserves the right to exclude the user from all services permanently for any abuses of the service.
5. The users account is private and the user agrees to keep their username and password safe and not to disclose to any non-essential third parties. If this information is lost or in any way disclosed then the user has an obligation to inform YOUNGO immediately.
6. YOUNGO will not be held liable and is free from all claims for any third party damage that is caused to the user and/or their account through unauthorised access to their account.

13. Warranty & Liability

YOUNGO 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 YOUNGO cannot be held liable or responsible.

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

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

14. 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 or reason, simply delete the application as required.

15. 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.

16. 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.

17. YOUR STATUTORY RIGHTS

These Conditions are without prejudice to your statutory rights.