

EFFECTIVE FROM JULY 28, 2018

CUSTOMER TERMS

BY CLICKING ON THE "I ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE CUSTOMER TERMS (THESE "**CUSTOMER TERMS**").

PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL OF THESE CUSTOMER TERMS BEFORE YOU START USING THE APPLICATION, AS YOU WILL BE BOUND BY THESE CUSTOMER TERMS WHEN YOU CLICK "ACCEPT AND REGISTER".

IF YOU DO NOT AGREE WITH ANY OF THESE CUSTOMER TERMS, YOU MUST IMMEDIATELY CEASE ACCESSING AND USING THE APPLICATION AND THE SERVICES BEING PROVIDED UNDER THESE CUSTOMER TERMS. YOUR ACCEPTANCE OF THESE CUSTOMER TERMS WILL OPERATE AS A BINDING AGREEMENT BETWEEN YOU, OLA UK AND OLA NL IN RESPECT OF YOUR USE OF THE APPLICATION, THE BOOKING SERVICES AND SERVICES.

PARTIES

These Customer Terms are between You, Ola Netherlands B.V. ("**OLA NL**") and OLA UK Private Limited ("**OLA UK**"), each a "**Party**" and collectively the "**Parties**".

BACKGROUND

OLA NL owns and operates the Application and the Services. The Application *inter alia* contains a booking functionality which enables users to book Rides through the Application. OLA UK provides the Booking Services to enable You book Rides on the Application whereas OLA NL provides an online platform to facilitate the Driver's provision of a Ride to You and further assists in Fare collection and remittance.

These Customer Terms apply to Your access to, and use of, the Application (whether through a computer, mobile phone or other electronic device), the Booking Services and the Services and all information, recommendations and other products and services provided to You on or through the Application.

THE PARTIES AGREE AS FOLLOWS

1. **DEFINITIONS AND INTERPRETATION**

Unless the context requires otherwise, capitalised terms in these Customer Terms have the following meaning:

"**Account**" means the account created by You on the Application for accessing the Services.

"**Additional Fee**" means any toll, duty, taxes, levies or similar fees or charges that are not included in the Fare but are payable by the Customer to the Driver in respect of the costs incurred by the Driver any third party (including government agencies and regulatory authorities) under any Applicable Laws in connection with the Services.

"**Affiliate**" means, in relation to any entity, another company or entity that either directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with that entity. For purposes of this definition, "**Control**" means, with regard to any

company or entity, (i) the legal or beneficial ownership, directly or indirectly, of 50% or more of the shares (or other ownership interests if not a corporation) of the entity or company through voting rights or through the exercise of rights pursuant to agreement; or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the entity or company.

"Applicable Laws" means (in any relevant jurisdiction) all laws, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, statutory rules of an industry body, statutory and mandatory codes or guidelines or the like, writs, orders, injunctions, judgments applicable from time to time.

"Application" means such features of the "Olacabs" mobile application or other programs, software, mobile applications owned (or licensed to) by OLA NL, and other URLs as may be specified by OLA NL from time to time. The Application includes the electronic interface where Your Account is accessible to You, the login credentials (user ID and password) for which will be provided by OLA NL to You.

"Area of Operation" means the area in which these Customer Terms are accepted by You, being either England or Wales.

"Booking Confirmation" has the meaning set out in clause 5.1.

"Booking Services" shall mean such services provided by OLA UK which enable You book Rides on the Application and more fully described under Clauses 4.1 to 4.4 of these Customer Terms.

"Business Day" means any day excluding a Saturday, Sunday or public holiday in the Area of Operation.

"Cancellation Fee" means the amount payable by You as a result of You cancelling a Ride in accordance with clause 7 and notified to you on the Application, from time to time (as such amount may be amended by OLA NL in accordance with clause 22).

"Card Details" has the meaning set out in clause 6.4.

"Device" has the meaning set out in clause 3.1(iii).

"Driver" means the individual driver (that provides taxis, commercial passenger vehicles, ride share vehicles and the like) who is registered with OLA NL and operates the Vehicle.

"Eligibility Requirements" has the meaning set out in clause 3(i).

"Fare" means the amount specified on the Application payable for the specific Ride provided to You by a Driver.

"Force Majeure" has the meaning set out in clause 16.1.

"OLA IP" has the meaning set out in clause 12.1.

“**OLA NL**” has the meaning given in the “Parties” section on the front page of these Customer Terms.

“**OLA UK**” has the meaning given in the “Parties” section on the front page of these Customer Terms.

“**Payment Processor**” has the meaning set out in clause 6.3.

“**Privacy Policy**” means the privacy policy available on the Application or the website, as amended by OLA NL from time to time.

“**Registration Data**” means Your name, email address, telephone number and other information (including personal data) that You provide to OLA NL for registering on the Application.

“**Ride**” means the travel in the Vehicle by. The Ride is provided by the Driver and is facilitated through the Application.

“**Services**” means the technology services OLA NL provides which facilitate Rides and other products and services accessed through the Application or via an offline mode including an SMS, within the Area of Operation.

“**Total Ride Fee**” means the Fare, the Cancellation Fee and/or any Additional Fee (as applicable) specified on the Application.

“**Vehicle**” means a motor vehicle, owned or operated by the Driver, for the carriage of passengers.

“**You / Your**” means you, the user of the Application and the Services.

“**Your Content**” has the meaning given in clause 12.4.

2. **INTERPRETATION**

Unless the context requires otherwise, in these Customer Terms:

- (i) the singular includes the plural and vice versa;
- (ii) the words 'such as', 'for example', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (iii) a reference to:
 - (a) a person includes an individual, partnership, joint venture, trust, corporation or any other entity or association whether or not it is incorporated or has a separate legal identity;
 - (b) a Party includes that Party's executors, administrators, successors, and permitted substitutes and assigns, including any person taking by way of novation;
 - (c) “pounds” or “£” is to the lawful currency of the United Kingdom;
 - (d) anything (including a right, obligation or concept) includes each part of it;

- (iv) in determining the time of day, the relevant time of day is the time in the Area of Operation;
- (v) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), it is to be calculated exclusive of that day, or the day of that act or event; and
- (vi) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Customer Terms or any part of them.

3. **REGISTRATION AND USAGE**

3.1 In order to use the Services, the Booking Services and the Application, You must:

- (i) be competent to enter into a contract under Applicable Laws, and You must provide OLA NL with accurate, complete, current, valid and true Registration Data ("**Eligibility Requirements**");
- (ii) only open one Account using Your Registration Data, and not use the account of any other person;
- (iii) provide Your own electronic device, which must have a functioning mobile number and the ability to read text messages (SMS) and push notifications from the Application, and meet the minimum device requirements that OLA NL may specify from time to time ("**Device**"). It is Your responsibility to check to ensure that You download the correct version of the Application for Your Device;
- (iv) only use the Application solely in accordance with these Customer Terms and all Applicable Laws, and not use the Application, Booking Services or Services for any illegal or unlawful purposes;
- (v) only use the Application, Booking Services and Services for Your sole, personal use, and not transfer, sell, sub-license or assign it to a third party;
- (vi) not do or try to do anything to interfere with or harm the Application, the Booking Services, the Services or the network of OLA NL or any of its Affiliates in any way whatsoever;
- (vii) provide such information and documents which OLA NL may reasonably request from time to time, and promptly notify OLA NL of any change to any of Your Registration Data or other information provided to OLA NL; and
- (viii) only use an authorised telephony or internet network to access and use the Application. When using the Application, the Booking Services and the Services, standard messaging charges, data charges and/or voice charges (as applicable) may be imposed by Your Device provider and the same are Your responsibility.

3.2 You are solely responsible for maintaining the confidentiality of Your Registration Data and Application login credentials, and will be liable for all activities and transactions, and any other misuse of the Application, that occurs through Your Account (whether initiated by You or any third party), except to the extent caused or contributed by OLA NL.

3.3 If the Device is lost or stolen, You must notify OLA NL immediately and ensure that the Application as accessible through the Device is immediately blocked, suspended or deactivated.

- 3.4 You must also notify OLA NL immediately if You cannot access Your Account, You know of or suspect any unauthorised access or use of Your Registration Data, login details or Account, or the security of Your Account has been compromised in any way.
- 3.5 OLA NL and/or OLA UK may immediately suspend the Services, the Booking Services and/or Your use of the Application (including Your Account) if it has a reason to believe that:
- (i) the Registration Data or any other information provided by You is false, or You cease to satisfy the Eligibility Requirements;
 - (ii) the security of Your Account has been compromised in any way; or
 - (iii) You have not complied with any of the requirements in this clause 3.
- 3.6 OLA NL and/or OLA UK may block, suspend, alter or update the Application, the Booking Services and/or the Services at any time (including without notice):
- (i) to make improvements to the Application, the Booking Services and/or the Services (including the security of the Application, the Booking Services and/or the Services);
 - (ii) as required by Applicable Law; or
 - (iii) to protect a legitimate business interest.

However, You may terminate these Customer Terms in accordance with clause 17.2 at any time.

4. **BOOKING SERVICES**

- 4.1. The Application allows You to send a request to make a booking for a Ride. Once You have made a request for a Ride:
- (i) You must ensure that Your Device is turned on and configured appropriately (e.g. GPS is active), and the Application is active;
 - (ii) The Application will send your request to OLA UK; and
 - (iii) OLA UK will accept or decline Your booking based on the availability of Drivers at Your location at the pickup time, and inform You via an SMS, push notification or confirmation screen in the Application.
- 4.2. While OLA UK endeavours to connect You with a Driver, Your request for a Ride is subject to the availability of a Driver around Your location at the time of Your request (and Drivers may accept or reject Your request for a Ride in their sole and absolute discretion).
- 4.3. Once Your request for a Ride has been accepted, OLA UK will provide:
- (i) You with a booking confirmation through the Application, and information regarding the Driver (including the Driver's name, Vehicle details (including registration number and model), mobile phone number, a picture of the Driver and any other details OLA UK considers appropriate); and
 - (ii) the Driver with Your details necessary to enable the Driver to provide the Ride.
- 4.4. Along with the above services provided by OLA UK, OLA UK shall do the following:

- (i) Keeping records of the bookings and journeys;
 - (ii) Remotely monitor trips booked using the Application; and
 - (iii) Providing customer support for grievance redressal or lost properties.
- 4.5. While OLA NL requires each Driver to use all reasonable efforts to ensure their Vehicle arrives prior to Your requested pick-up time, You must book Your Ride after considering any adverse conditions such as the weather, traffic, roadworks, and other unexpected delays such as traffic accidents. If there is any delay by the Vehicle in reaching Your pick-up location, You should contact the Driver assigned for Your Ride through the Application or by contacting OLA UK via In-App support or at its call centre, if available.
- 4.6. If a Vehicle breaks down or cannot complete a Ride, OLA NL will use all reasonable endeavours to arrange for a substitute vehicle to complete the Ride (which will become the "Vehicle" for the Ride) subject to availability of such a substitute vehicle. Any substitute vehicle may not be necessarily of the same type as the original Vehicle.
- 4.7. Except as expressly stated in these Customer Terms, the obligations of OLA NL are limited to (a) licensing the Application to You; (b) managing and operating the Application and Services in the manner reasonably determined by OLA NL; (c) operating an online booking platform facilitating the provision of Rides by Drivers to You (and other customers); and (d) payment collection in respect of the Rides between Driver and You (and other customers), and the obligations of OLA UK are limited to: (a) managing and operating the booking functionality within the Application; and (b) providing Booking Services to You. Accordingly, OLA UK and OLA NL are merely intermediaries providing online marketplace services and the Application, Services and the Booking Services are only a platform where a Driver may offer a Ride to You (and other customers).
- 4.8. Neither OLA NL nor OLA UK provides transportation services. Transportation services are provided under a contract (the "**Transportation Contract**") between you and the Driver for the provision of a specific Ride by the Driver to You. Neither OLA UK nor OLA NL is a party to the Transportation Contract. At no time will OLA UK or OLA NL have any obligations or liabilities in respect of the Transportation Contract.
5. **BOOKING CONFIRMATION**
- 5.1. Where Your request for a Ride has been accepted, You must check the booking details on the booking confirmation OLA UK provides You, including the pick-up time and location ("**Booking Confirmation**"). If there are any incorrect details on the Booking Confirmation, You must contact OLA UK immediately by correcting Your booking details through the Application or by calling the call centre.
- 5.2. You are responsible for any delay that may be caused due to Your failure to check the Booking Confirmation or contact OLA UK immediately to correct the booking details.

6. **PAYMENT**

- 6.1. You will be charged and must pay the Total Ride Fee for the Service, comprising the the Fare, and any Additional Fee. OLA NL collects the Fare (plus any additional amounts and/or less any deductions agreed between OLA NL and the Driver) on behalf of the Driver.
- 6.2. Subject to clause 10, You will be charged any reasonable costs required to clean or repair the Vehicle caused or contributed to by You during a Ride (fair wear and tear expected). OLA NL will facilitate payment for such costs on behalf of the Driver and recover such amount from the Driver.
- 6.3. Payment of the Total Ride Fee will be facilitated by a payment gateway and/or payment processing services provider appointed by OLA NL (the "**Payment Processor**"). The Payment Processor may be OLA NL, one of its related bodies corporate or an unrelated third party.
- 6.4. You will be required to provide relevant payment details including credit/debit card details ("**Card Details**") with the Payment Processor in order for OLA NL to process payment of the Total Ride Fee, and You hereby authorise the Payment Processor to do so. Your authorisation:
- (i) permits the Payment Processor to debit or credit the bank account or debit/credit card account associated with Your payment details;
 - (ii) permits the Payment Processor to use Your Card Details for the processing of transactions initiated by You;
 - (iii) will remain in effect as long as You maintain an Account (and if You delete Your Card Details or Account, OLA NL and the Payment Processor will not be able to process any further transactions initiated by You); and
 - (iv) is subject to any other terms and conditions of the Payment Processor specified through the Application or Services from time to time.
- 6.5. OLA NL shall also be responsible for issuing invoices to You (on behalf of the Driver) for the transport services provided by the Driver for the Ride.
- 6.6. OLA NL will be solely responsible for settling any payment-related disputes between Drivers and You. In case of any such dispute, any decision taken by OLA NL in good faith will be final and binding on You and the Driver.
- 6.7. If any amount paid by You is fully or partially refundable for any reason such amounts will be credited to Your Account (so it can be applied against any subsequent Ride(s)) or refunded to You in accordance with and subject to Applicable Law.
- 6.8. Any payment processing-related issue not caused by an error or fault with the Application must be resolved by You and the relevant Payment Processor.

7. **CANCELLATION FEE**

- 7.1. You may cancel Your request for a Ride from a Driver at any time, however (subject to clause 7.3) if You cancel five (5) minutes or more after the Driver is allotted to Your request, You will be charged a Cancellation Fee.

- 7.2. The Driver may cancel Your request for a Ride where that Driver is waiting at Your requested pick-up location for five (5) minutes or more after the pick-up time specified in the Booking Confirmation.
- 7.3. If the Driver does not arrive at Your pick-up location within five (5) minutes after the pick-up time specified in the Booking Confirmation, You will not be charged any Cancellation Fee.
- 7.4. You will be notified of any Cancellation Fee through the Application at the time You attempt to cancel Your request for a Ride, and any Cancellation Fee payable by You will be processed by OLA NL in accordance with clause 6.

8. **VAT**

- 8.1. VAT Law includes:
 - (i) Value Added Tax Act 1994, UK
 - (ii) VAT Law of 1968, Netherlands
 - (iii) Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax
- 8.2. Words and expressions which are not defined in the Customer Terms but which have a defined meaning in VAT Law have the same meaning as in the VAT Law.
- 8.3. Unless otherwise specified, all amounts payable by You under the Customer Terms or Transportation Contract are inclusive of VAT and must be calculated with regard to VAT, where applicable.
- 8.4. OLA NL shall also be responsible for issuing invoices to You (on behalf of the Driver) for the Transport Services provided by the Driver for the Ride. The Driver has authorized OLA NL under a separate agreement to issue invoices on behalf of the Driver for the transport services.
- 8.5. Where You are required to pay or reimburse an expense or outgoing of Driver, the amount to be paid or reimbursed by You will be the sum of:
 - i. The amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
 - ii. If the payment or reimbursement is subject to VAT, an amount equal to that VAT.

9. **BEHAVIOUR**

- 9.1. You must not smoke or consume any alcohol, tobacco or illicit substances in or near any Vehicle, misbehave in or near any Vehicle, distract a Driver, act in violation of Applicable Laws, or otherwise act in any way which a Driver (acting reasonably) considers will risk the safety of You, the Driver or any other person.
- 9.2. If You breach clause 9.1, OLA NL and/or OLA UK may immediately suspend the Services, the Booking Services and/or Your use of the Application (including Your Account).

10. **FEEDBACK, ISSUES AND COMPLAINTS**

- 10.1. You are required to rate a Ride after its conclusion, and You must be fair, accurate and non-defamatory while leaving complaints, comments, feedback, testimonials or reviews on or about Rides, Drivers or the Services.
- 10.2. All issues, complaints, opinions, suggestions, questions and feedback while accessing the Services should be notified to OLA UK via e-mail or communicated to OLA UK through the Application or by contacting OLA UK at its call centre, if available.
- 10.3. You must report any issue You have with the Application or Services to OLA UK within 7 days of the relevant issue occurring, otherwise OLA UK may not be able to address such issue.
- 10.4. OLA UK will endeavour to respond to You within 2 (two) Business Days after You report an issue, and OLA UK will endeavour to resolve such issue as soon as reasonably possible. OLA UK notes that issues are generally resolved based on the seriousness of the issue, and as such certain issues may be prioritised over others. OLA UK may not be able to resolve all issues, and We will not be liable where You are not satisfied with Our handling or resolution of (or failure to resolve) an issue relating to the Transportation Services.
- 10.5. If You forget or lose any luggage or property in a Vehicle during a Ride, You should contact OLA UK as soon as possible (and any event within 24 hours), and OLA UK will try to locate the items. If Your luggage or property is found, OLA UK will contact You and advise You of how You will be able to collect Your luggage or property. Unless otherwise agreed (in OLA UK's sole and absolute discretion), OLA UK will not deliver any luggage or property items to You (and if OLA UK agrees to do so, OLA UK may charge You a reasonable fee for doing so). In no event will OLA NL or OLA UK be liable for any loss or damage to Your personal effects and luggage.

11. **PRIVACY**

- 11.1. OLA NL and OLA UK collect, store, process and transfer personal information (including sensitive financial information) in compliance with the Privacy Policy and any applicable statutes and regulations relating to the protection of personal data.

12. **INTELLECTUAL PROPERTY RIGHTS**

- 12.1. The Application and all associated intellectual property rights ("**OLA IP**") remain the property of OLA NL or its third-party licensors. Except as expressly stated, nothing in these Customer Terms grants You any rights in or related to the OLA IP, and all rights not expressly granted to You are reserved by OLA NL.
- 12.2. You must not:
- (i) copy, reproduce, modify, create derivative works of, decompile, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of, any OLA IP;
 - (ii) breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Application;

- (iii) use any OLA IP in a way that infringes or misappropriates a third party's intellectual property rights or moral rights;
 - (iv) distribute, disclose or allow use of any OLA IP by any third party in any format, through any timesharing service, service bureau, network or by any other means;
 - (v) merge or combine any OLA IP with any other technology not provided by OLA NL or OLA UK; or
 - (vi) remove any proprietary notice language on any copies of any OLA IP.
- 12.3. Subject to Your compliance with these Customer Terms, OLA NL grants You a limited, non-exclusive, personal, non-transferable licence during the term of these Customer Terms to use and access the Application on any Device that You own or control and to run the Application solely for Your own personal use (including for the processing of payments).
- 12.4. You are solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted through the Application or Device by or on Your behalf ("**Your Content**"). You must ensure that Your Content is not unlawful and does not infringe any third party's rights (including intellectual property rights), and You must not:
- (i) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful material or information, or any material relating to or encouraging money laundering or gambling;
 - (ii) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents;
 - (iii) upload files that contain viruses, corrupt files, or any other similar software or programs that may damage the operation of another computer or electronic device;
 - (iv) except as expressly permitted by OLA NL or OLA UK, advertise or offer to sell or buy any goods or services for any business purpose;
 - (v) conduct or forward surveys, contests, pyramid schemes or chain letters;
 - (vi) download any file posted by another user that You know, or reasonably should know, cannot be legally distributed in such manner;
 - (vii) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - (viii) deceive or mislead the addressee about the origin of a message or communicate any information which is grossly offensive or menacing in nature;
 - (ix) restrict or inhibit any other user (including Drivers and other customers) from using and enjoying the Application; or
 - (x) harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- 12.5. OLA NL has no obligation to monitor Your access to or use of the Application, or Your Content, but You hereby provide Your consent for OLA NL to do so, to the extent permitted by Applicable Law, for the purpose of providing and operating the Application and the Services, to ensure

Your compliance with these Customer Terms, and to comply with Applicable Law or the order or requirement of a court, administrative agency or other government body. OLA NL may investigate and prosecute (and refer to law enforcement agencies) any actual or suspected breach of clause 12.4 by You to the fullest extent permitted by Applicable Law. OLA NL may at any time and without prior notice remove or disable access to any of Your Content which OLA NL considers (acting reasonably) to be in violation of these Customer Terms.

- 12.6. You grant OLA NL and OLA UK a worldwide, perpetual, royalty-free, transferable licence to use, copy, modify, adapt and commercially exploit Your Content (including making derivative works of the whole or any part of Your Content) for any purpose, including promotional and advertising purposes that OLA NL and OLA UK deem fit. You represent and warrant that You have the necessary rights to Your Content and are permitted to provide Your Content to OLA NL and OLA UK. For clarification, You are not entitled to any payment or other compensation for OLA NL's or OLA UK's use of Your Content.
- 12.7. Except for the Registration Data or any other data submitted by You during the use of the Service ("**Permitted Information**"), You should not, send any confidential or proprietary information to OLA NL or OLA UK (whether on the Application or otherwise), unless required by Applicable Laws. Except for the Permitted Information, and subject to OLA NL and OLA UK handling Your personal information in accordance with the Privacy Policy, any of Your Content will not be considered confidential or proprietary.

13. **INDEMNITY**

- 13.1. To the maximum extent permitted by law, You will indemnify and hold harmless OLA NL, OLA UK and its related bodies corporate (and their respective directors, officers, employees, agents and representatives) ("Those Indemnified") from and against any losses, damages, liability, claims, costs, penalty and expenses (including, reasonable legal fees) incurred by Those Indemnified arising out of or in connection with any:
- (i) breach by You of any Applicable Law;
 - (ii) misrepresentation or fraudulent, dishonest, unlawful or negligent act or omission of You;
 - (iii) personal injury (including sickness and death) or property damage caused or contributed to by You in connection with any Ride (including in connection with any motor vehicle accident involving the Vehicles); or
 - (iv) claim by a Driver or any other third party caused by any of Your acts or omissions.

14. **EXCLUSION OF IMPLIED TERMS**

- 14.1. All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Customer Terms or their subject matter, not contained in these Customer Terms, are excluded from these Customer Terms to the maximum extent permitted by law.
- 14.2. Without limiting clause 14.1, to the maximum extent permitted by Applicable Law:
- (i) the Application, the Booking Services and the Services are provided on an "as is" and "as available" basis and OLA NL and OLA UK make no representation, warranty, or guarantee regarding (a) the condition, performance, accuracy, completeness,

- merchantability, reliability, timeliness, quality, suitability, availability or fitness for a particular purpose of the Services, the Booking Services or the Application; (b) that the Services, the Booking Services or the Application will be uninterrupted or error-free; (c) the compatibility of the Application with any other technology; or (d) the quality, suitability, safety or ability of the Drivers;
- (ii) the information and recommendations in relation to the Application, Services and Booking Services that OLA NL and/or OLA UK provides to You (whether on or through the Application or via the call centre, if available) are for general information purposes only and do not constitute advice;
 - (iii) You acknowledge and agree that the Application, the Booking Services and Services are merely an electronic platform to facilitate the aggregation of Vehicles to provide Rides, and OLA NL and OLA UK do not in any manner provide transportation or logistics services or function as a transportation or logistics carrier; and
 - (iv) OLA NL and OLA UK do not endorse, advise or recommend any of the Drivers, nor do OLA NL or OLA UK guarantee or provide any assurance in respect of the behaviour, actions or data of the Drivers (or other users) posted on the Application, and You agree that the entire risk arising out of any Ride remains solely with You, to the maximum extent permitted under Applicable Law.
- 14.3. Nothing in these Customer Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited.

15. **LIABILITY**

15.1. Nothing in these terms shall limit or exclude either OLA UK's or OLA NL's liability to You:

- (i) for death or personal injury caused by its negligence;
- (ii) for fraudulent misrepresentation;
- (iii) for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- (iv) for any other liability that, by law, may not be limited or excluded.

15.2. Subject to clauses 15.1 and 15.3, each of OLA UK's and OLA NL's liability to You for losses You suffer shall not exceed £250.

15.3. Subject to clause 15.1, neither OLA UK nor OLA NL shall be liable for:

- (i) Your reliance upon the Application, the Booking Services or Services or any information provided by OLA NL or OLA UK through the Application, the Booking Services or the Services;
- (ii) You missing or being delayed for a train, flight, event, work or any other circumstance in connection with a Ride (including following any breakdown of a Vehicle);

- (iii) any loss that You may incur as a result of someone else using Your Account, either with or without Your knowledge, except to the extent caused or contributed by OLA NL or OLA UK;
- (iv) any loss or damage that You may incur arising out of or in connection with any Ride, including the conduct of the Driver (and any other person) and any accidents, incidents and issues involving the Vehicle; or
- (v) any booking that has not been accepted;
- (vi) any loss, damage, costs, expenses or liability suffered by anyone other than you in connection with your use of the Application;
- (vii) any losses that could not reasonably be expected to result from our negligence or breach of these Customer Terms;
- (viii) any loss relating to your business or the business of your employer or any other person;
- (ix) any loss of profits, loss of revenue, loss of opportunity, loss of business or employment (whether or not such loss could be reasonably expected to flow from our negligence or breach of these Customer Terms); or
- (x) any other loss, damage, costs, expenses or liability that you suffer in connection with the Booking Services or Services, save to the extent that OLA NL or OLA UK fail to perform its obligations to you to the standard of a diligent and professional provider of the relevant services.

15.4. The limitations and exclusions of liability in this clause 15 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, or on any other basis.

16. **FORCE MAJEURE**

16.1. Any delay in or failure to perform any obligations by a Party under these Customer Terms will not constitute a breach of these Customer Terms to the extent caused by acts of any government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection or other event beyond the reasonable control of that Party ("**Force Majeure**").

17. **TERMINATION**

17.1. These Customer Terms continues until such time as they are terminated in accordance with these Customer Terms.

17.2. You may terminate these Customer Terms at any time by closing Your Account or uninstalling the Application. You can close Your Account at any time by following the instructions on the Application.

17.3. OLA NL or OLA UK may terminate these Customer Terms with immediate effect upon notice to You if:

- (i) necessary to comply with any Applicable Law;
- (ii) You cease to satisfy the Eligibility Requirements; or
- (iii) You commit a breach (other than a trivial or inconsequential breach) of these Customer Terms that is not capable of remedy or (if capable of remedy) is not remedied within 4 Business Days after OLA UK or OLA NL notifies You of the breach.

17.4. Upon termination of these Customer Terms for any reason:

- (i) Your rights to use the Application will cease immediately, Your registration and Your Account will cease to apply, and OLA NL may block Your access to the Application;
- (ii) OLA NL will charge You all amounts due and owing at the date of termination in accordance with clause 6; and
- (iii) the Parties must cease acting in a manner that would imply a continuing relationship between the Parties.

17.5. Clauses 11 (Privacy), 12 (Intellectual Property Rights), 15 (Liability), 17 (Termination), and 21 (Governing Law and Dispute Resolution) will survive termination of these Customer Terms together with any other terms which by their nature do so.

17.6. Termination of these Customer Terms will not prejudice any rights of the Parties that may have accrued prior to such termination.

18. **NOTICE**

Any notices, requests and other communications required or permitted under these Customer Terms must be in writing and sent to the recipient Party as follows (as amended to time by the recipient Party by notice to the other Party):

- (i) to OLA NL by email to: *care.nl@olacabs.com*;
- (ii) to OLA UK by email to: *care.uk@olacabs.com*; and
- (iii) to You by email or text message (SMS) to the email address or mobile number (as applicable) specified in the Account.

19. **ENTIRE AGREEMENT**

19.1. These Customer Terms constitute the entire agreement between the Parties in connection with, and will supersede all previous communications (either oral or written) between the Parties with respect to the subject matter of these Customer Terms, and no agreement or understanding varying or extending the same will be binding on either Party unless arising out of the specific provisions of these Customer Terms.

19.2. No party has entered into these Customer Terms in reliance on any term or statement other than the terms expressly set out herein, provided that this clause 19.2 shall not apply to any fraudulent misrepresentation.

20. **RELATIONSHIP OF THE PARTIES**

Nothing in these Customer Terms is intended to constitute a fiduciary relationship or an agency, partnership or trust, and You have no authority to bind OLA UK or OLA NL, nor does OLA UK or OLA NL have any authority to bind You.

21. **GOVERNING LAW AND DISPUTE RESOLUTION**

21.1. These Customer Terms shall be governed by English law.

21.2. You agree that any dispute between you and us regarding these Customer Terms or any contract will only be dealt with by the English courts.

21.3. The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.

22. **AMENDMENTS TO THESE CUSTOMER TERMS**

22.1. OLA NL or OLA UK may amend the terms of these Customer Terms and shall keep you updated regarding such amendments.

22.2. You will be required to confirm Your acceptance of the amendments referred to in clause 22.1. However, if You do not agree to any such amendments, You may terminate these Customer Terms in accordance with clause 17.2 at any time prior to such amendments coming into effect.

22. **MISCELLANEOUS**

21.2. **Assignment:** You may not assign or transfer any of Your rights, interests or obligations under these Customer Terms to any third party without the prior written consent of OLA NL and OLA UK. OLA NL or OLA UK may assign its rights and interests under these Customer Terms to any person whosoever.

21.3. **Joint Ventures:** OLA NL and/or OLA UK will be entitled to enter into any transaction whereby it acquires, merges with or enters into a joint venture with any other institution engaged in the business of providing services similar to those referred to in these Customer Terms. In such case, You may be provided the Application, the Booking Services and/or Services by OLA NL or OLA UK respectively jointly and/or severally with the parties to any such arrangement. These Customer Terms will continue to apply in the event of any such arrangement. You may terminate these Customer Terms in accordance with clause 17.2 at any time.

21.4. **Waiver:** Either Party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on the part of either Party exercising any right, power or privilege under these Customer Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under these Customer Terms preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.

- 21.5. **Severability:** Any provision that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
- 22.1. **Rights cumulative:** Subject to any express provision in these Customer Terms to the contrary, the rights, powers or remedies of a Party under these Customer Terms are cumulative and in addition to, and do not exclude or limit, any right, power or remedy in any other part of these Customer Terms or otherwise provided at law or in equity.