

TERMS AND CONDITIONS

Last updated: 20 June 2023

These terms of use constitute an agreement (the “Agreement” or “Terms of Use”) between you and QCabs (“QCabs”, “we,” “us” or “our”) governing your use of the QCabs application and/or website. This Agreement applies to all users. All references “you”, “your”, “yourself” in this Agreement apply all users unless it is specified accordingly.

1. Accepting Terms of Use

- 1.1. IMPORTANT: BY USING QCabs app APPLICATION AND/OR WEBSITES (THE “SERVICE”), YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED WITH THESE TERMS AND CONDITIONS. YOU FURTHER AGREE TO THE REPRESENTATIONS MADE BY YOURSELF BELOW. IF YOU DO NOT AGREE TO OR FALL WITHIN THE TERMS OF USE OF THE SERVICE AND/OR WISH TO DISCONTINUE USING THE SERVICE, PLEASE DO NOT CONTINUE USING THIS SERVICE.
- 1.2. The Terms of Use stated herein constitute a legal agreement between you and QCabs app and its subsidiaries and affiliates. In order to use the Service, you must agree to the Terms of Use that are set out below. By using the mobile application and websites supplied to you by QCabs app (the “Application” or “App”), and downloading, installing or using any associated software supplied by QCabs app (the “Software”), you hereby expressly acknowledge and agree to be bound by the Terms of Use, and any future amendments and additions to these Terms of Use as published from time to time through the Application. By installing the QCabs app on your mobile device or computer, you unconditionally agree with all the rules, conditions and information posted in the QCabs app Application itself and on the website, including but not limited to: these Terms of Use, privacy policy (<https://engaztechnology.net/QCabs/Qcabs/Qcabs/assets/privacy/PrivacyPolicy.pdf>), Terms of Use customized services of QCabs app, as well as the Rules in the Application.

- 1.3. Please note that QCabs app may change any part of these Terms of Use at any time. When QCabs app does that, it will provide you with reasonable notice and your continued use of the Application and/or the Services after the notice period will constitute your acceptance of the updated Terms of Use. You agree that it shall be your responsibility to review the Terms of Use regularly and also the Terms of Use applicable to any country where you use the Service whereupon the continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes. You further agree that usage of the Service in any other country shall be subject to the Terms of Use prevailing in that other country which can be found at Application.
- 1.4. QCabs app does not offer services to subjects in Member States of the European Union, European Economic Area.
- 1.5. Each service provided by users on each customized services of QCabs app (QCabs app.Ride, QCabs app.Freight and other existing and/or future services) shall constitute a separate agreement between such persons.
- 1.6. QCabs app is not responsible nor liable for the acts and/or omissions of any service provider to you.

2. Eligibility

2.1. By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons who are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which you provide to QCabs app shall be true and accurate. You warrant that your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Service you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are located while using the Service.

2.2. You may only access the Service using authorized means. It is your responsibility to check and ensure that you have downloaded the correct

Software for your device. QCabs app is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. QCabs app reserves the right not to permit you to use the Service should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.

2.3. If you are a service provider you further represent, warrant/undertake that you possess a valid license, all the appropriate licenses, approvals, qualifications, certificates at all times. You, as a driver, must inform QCabs app immediately if you stop holding aforementioned licenses, approvals, qualifications, certificates.

3. Prices and Payments

3.1. The order of payment is determined in the terms of the Terms of Use for each customized services.

3.2. QCabs app payment system is a system under which a one user makes a suggestion for a services's price and the service request is only confirmed (and a contract is formed between the users) only if the user that requested for service and the service provider both accept quoted price.

3.3. You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend QCabs app to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services supplied under this Agreement.

3.4. You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Services, and QCabs app will not be held accountable in relation to any transactions between the passengers and the drivers where tax related misconduct has occurred.

3.5. QCabs app may charge a fee to the driver for the use of the Services. QCabs app may at any time propose changes to the fee. When QCabs app

does that, it will provide you with reasonable notice and your continued use of the Application and/or the Services after the notice period will constitute your acceptance of the updated fees.

3.6. We will deduct the fee in according to terms of Terms of use customized service in QCabs app.

4. Prices and Payments

4.1. License. Subject to your compliance with these Terms of Use, QCabs app grants you a restricted, non-exclusive, non-transferrable, non-assignable, revocable license to: (a) access and use the Application on your personal device only for the purpose of using the Services; and (b) access and view any content or materials that may be made available through the Services, in each case only for your personal, noncommercial use. All rights not expressly granted to you herein are reserved by QCabs app and QCabs app's licensors.

4.2. Limitations and restrictions. You are not allowed to: (a) remove any copyright, trademark or other proprietary notices from any part of the Services; (b) modify, create derivative works based upon, reproduce, distribute, license, lease, sell, resell, transfer, publicly display, stream, broadcast or otherwise use the Services unless given a written consent to do so by QCabs app; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover or change the source code of the Services except as may be permitted by applicable law; (d) frame, link to or mirror any part of the Services; (e) cause or run any programs or scripts for the purpose of scraping, indexing, surveying or conducting any other form of data collecting on any part of the Services or intentionally overloading or hindering the operation and/or functionality of any aspect of the Services; or (f) try to gain unauthorized access to or attempt to damage any part of the Services or its related systems or networks.

4.3. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any

third party the Application and/or the Software in any way; (ii) modify or make derivative works based on the Application and/or the Software; (iii) create internet “links” to the Application or “frame” or “mirror” any Software on any other server or wireless or internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) copy any ideas, features, functions or graphics of the Application and/or the Software, (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application and/or the Software, (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents; (vii) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, (viii) remove any copyright, trademark or other proprietary rights notices contained in the Service.

4.4. You may use the Software and/or the Application only for your personal purpose and shall not use the Software and/or the Application to: (i) send spam or otherwise duplicative or unsolicited messages; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violate of third party privacy rights; (iii) send material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein; (v) attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks; or (vi) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

4.5. You should abstain from any conduct that could possibly damage QCabs app's reputation or amount to being disparaging or brining QCabs app into disrepute.

5. Intellectual Property Ownership

5.1. THE SERVICE CONTAINS CONTENT (SUCH AS DESIGN, IMAGES, SOUNDS, TEXTS, DATABASES, COMPUTER CODES, REGISTERED AND UNREGISTERED TRADEMARKS AND OTHER SIMILAR OBJECTS) OWNED OR LICENSED BY QCabs app, WHICH IS PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET AND OTHER LAWS. QCabs app AND ITS LICENSORS, WHERE APPLICABLE, SHALL OWN ALL RIGHTS, TITLE AND INTEREST, INCLUDING ALL RELATED INTELLECTUAL PROPERTY RIGHTS, IN AND TO THE SOFTWARE AND/OR THE APPLICATION AND BY EXTENSION, THE SERVICE AND ANY SUGGESTIONS, IDEAS, ENHANCEMENT REQUESTS, FEEDBACK, RECOMMENDATIONS OR OTHER INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY RELATING TO THE SERVICE. THE TERMS OF USE DO NOT CONSTITUTE A SALE AGREEMENT AND DO NOT CONVEY TO YOU ANY RIGHTS OF OWNERSHIP IN OR RELATED TO THE SERVICE, SOFTWARE AND/OR THE APPLICATION, OR ANY INTELLECTUAL PROPERTY RIGHTS OWNED BY QCabs app AND/OR ITS LICENSORS. QCabs app NAME, QCabs app LOGO, THE SERVICE, THE SOFTWARE AND/OR THE APPLICATION AND THE TRANSPORTATION PROVIDERS' LOGOS AND THE PRODUCT NAMES ASSOCIATED WITH THE SOFTWARE AND/OR THE APPLICATION ARE TRADEMARKS OF QCabs app OR THIRD PARTIES, AND NO RIGHT OR LICENSE IS GRANTED TO USE THEM. FOR THE AVOIDANCE OF DOUBT, THE TERM SOFTWARE AND APPLICATION HEREIN SHALL INCLUDE ITS RESPECTIVE COMPONENTS, PROCESSES AND DESIGN IN ITS ENTIRETY.

6. Restricted Activities

6.1. With respect to your use of QCabs app and your participation in the Services, you agree that, while on the Application or otherwise using the Service, you will not:

- a. fraudulently impersonate any person or entity ;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, ordinance or regulation;
- d. interfere with or disrupt the Services or the servers or networks connected to QCabs app;
- e. post Information or interact on QCabs app App or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f. use the QCabs app App or Service in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through QCabs app;
- i. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of Software or any software used on or for QCabs app;
- j. rent, lease, lend, sell, redistribute, license or sublicense QCabs app App and the Site or access to any portion of QCabs app;

k. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of QCabs app or its contents;

l. create liability for us or cause us to become subject to regulation as a transportation carrier or provider of taxi service;

m. link directly or indirectly to any other websites;

n. transfer or sell your User account, password and/or identification to any other party; or

o. cause any third party to engage in the restricted activities above.

7. Confidentiality

7.1. You shall maintain in confidence all information and data relating to QCabs app, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of QCabs app (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from QCabs app, or any of its affiliated companies, or created in the course of this Agreement (“Confidential Information”). You shall further ensure that you, your officers, employees and agents only use such confidential information in order to perform the Services, and shall not without QCabs app's prior written consent, disclose such information to any third-party nor use it for any other purpose. You shall only disclose such information to such officers, employees and agents as need to know it to fulfil its obligations under this Agreement.

7.2. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of QCabs app in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to QCabs app with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by QCabs app or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of QCabs app;

becomes known to you, without restriction, from a source other than QCabs app without breach of this Agreement by you and otherwise not in violation of QCabs app's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to QCabs app to enable QCabs app to seek a protective order or otherwise prevent or restrict such disclosure.

8. Personal Data

8.1. You agree and consent to QCabs app using and processing your Personal Data for the purposes and in the manner as identified hereunder.

8.2. For the purposes of this Agreement, "Personal Data" means information about you, from which you are identifiable, including but not limited to your name, identification card number, address, telephone number, credit or debit card details, gender, date of birth, email address, any information about you which you have provided to QCabs app in registration forms, application forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by QCabs app from time to time and includes sensitive Personal Information.

8.3. The provision of your Personal Data is voluntary. However, if you do not provide QCabs app with your Personal Data, your access to the Application may be incomplete and QCabs app will not be able to process your Personal Data for the purposes outlined in our Privacy Policy and this may cause QCabs app to be unable to allow you to use the Service.

8.4. You agree that QCabs app may send you push notifications and emails, contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with a QCabs app account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services from QCabs app.

8.5. Collection and use of Personal Information in connection with the Services is described in QCabs app Privacy Policy located at <https://engaztechnology.net/QCabs/Qcabs/Qcabs/assets/privacy/PrivacyPolicy.pdf>.

9. Indemnification

9.1. By agreeing to the Terms of Use and/or using the Service, you agree that you shall defend, indemnify and hold QCabs app, its officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your use of the Service, Software and/or the Application, your dealing with the third party transportation providers, third party providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein or (c) your violation of any rights of any third party, including third party transportation providers arranged via the Service, or (d) your use or misuse of the Service, Software and/or the Application.

10. Disclaimer of Warranties

10.1. QCabs app MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, APPLICATION AND/OR THE SOFTWARE. QCabs app DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE, APPLICATION AND/OR THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE APPLICATION AND/OR THE SOFTWARE WILL BE CORRECTED, OR (F) THE APPLICATION OR THE SERVER(S) THAT MAKE THE APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (G) THE APPLICATION AND/OR THE

SOFTWARE TRACKS YOU OR THE VEHICLE USED BY THE TRANSPORTATION PROVIDER. THE SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS.

10.2. Without limiting the application of the Consumer Law and any other applicable laws, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. QCabs app makes no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability or availability of any services, including but not limited to the third party transportation services obtained by or from third parties through the use of the service, application and/or the software. You acknowledge and agree that the entire risk arising out of your use of the Service, and any third party services, including but not limited to the third party transportation services remains solely and absolutely with you and you shall have no recourse whatsoever to QCabs app.

10.3. The Service, application and/or the Software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the third party transportation provider being faulty, not connected, out of range, switched off or not functioning. QCabs app is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

11. Limitation of Liability

11.1. Any claims against QCabs app by you shall in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilising the service during the event giving rise to such claims. IN NO EVENT SHALL QCabs app AND/OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, ECONOMIC, FUTURE SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, EMOTIONAL DISTRESS AND LOSS OF DATA, GOODS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). QCabs app AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY OR CAUSED TO YOU OR TO ANY PERSON FOR WHOM YOU HAVE BOOKED THE SERVICE

FOR, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, APPLICATION AND/OR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, APPLICATION AND/OR THE SOFTWARE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED TO BY THE SERVICE, APPLICATION AND/OR THE SOFTWARE, EVEN IF QCabs app AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. QCabs app does not and will not assess nor monitor the suitability, legality, ability, movement or location of any third party providers including third party transportation providers, advertisers and/or sponsors and you expressly waive and release QCabs app from any and all liability, claims or damages arising from or in any way related to the third party providers including third party transportation providers, advertisers and/or sponsors. QCabs app will not be a party to disputes, negotiations of disputes between you and such third party providers including third party transportation providers, advertisers and/or sponsors. We cannot and will not play any role in managing payments between you and the third party providers, including third party transportation providers, advertisers and/or sponsors. Responsibility for the decisions you make regarding services and products offered via the service, software and/or the application (with all its implications) rests solely with and on you. You expressly waive and release QCabs app from any and all liability, claims, causes of action, or damages arising from your use of the service, software and/or the application, or in any way related to the third parties including third party transportation providers, advertisers and/or sponsors introduced to you by the service, software and/or the application.

11.2. The quality of the third party transportation services scheduled through the use of the service is entirely the responsibility of the third party transportation provider who ultimately provides such transportation services to you. You understand, therefore, that by using the service, you may be exposed to transportation that is potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the service at your own risk.

11.3. Third Party Services and Content. The Services may be made available or accessed in connection with third party services and content (including advertising) that QCabs app does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. QCabs app does not endorse such third party services

and content and in no event shall QCabs app be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

11.4. If you are accessing the Services from the Apple, Inc. (Apple) iOS Store, you acknowledge and agree:

- a. this Agreement is between you and QCabs app and not with Apple. Apple is not responsible for the Service or any content available on the Service;
- b. Apple has no obligation whatsoever to furnish any maintenance and support services for the Service;
- c. In the event of any failure of QCabs app to conform to any applicable warranty, you may notify Apple, and Apple will refund the price for the Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs of expenses attributable to any failure to conform to any warranty will be QCabs app's responsibility;
- d. Apple is not responsible for addressing any claims by you or any third party relating to the Service, including, but not limited to:
 - (i) Product liability claims;
 - (ii) Any claim that the Service fails to conform to any applicable legal or regulatory requirement; and
 - (iii) claims arising under consumer protection, privacy, or similar legislation;
- e. In the event of any third party claim that the Service or your use of the Service infringes any third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such claim;
- f. That you represent and warrant that:
 - (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - (ii) You are not listed on any U.S. Government list of prohibited or restricted parties;

g. You must comply with applicable third party terms of this Agreement when using the Service; and

h. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

11.5. Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. QCabs app does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

11.6. Ratings and Reviews. You may rate and/or provide feedback to drivers and passengers regarding the services you have received and or/provided. Ratings and reviews can be viewed by any user and will remain viewable until the relevant account is removed or terminated. You must only provide true, fair and accurate information in your reviews. If QCabs app considers that your review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the review and/or ban you from posting further reviews. We do not undertake to review each review. To the maximum extent permitted by law, we are not responsible for the content of any reviews.

12. User Provided Content

12.1. QCabs app may allow from time to time users to post their own content ("User Provided Content") that may be accessed by other users of the Service. QCabs app has no obligation to monitor the User Provided Content or the use of the Service, or to retain the content of any user posted in User Provided Content sections of the Service. You may not provide defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by QCabs app in its sole discretion, whether or not such material may be protected by law.

12.2. QCabs app does not claim ownership of any User Provided Content. By submitting, posting or displaying the User Provided Content, you hereby grant QCabs app a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any User Provided Content which you submit, post or display on or through, our website or the Application. This license is for the sole purpose of enabling QCabs app to provide the Service, display, publicly perform, distribute and promote the User Provided Content and to operate its Application and website.

12.3. QCabs app reserves the right, in its sole and absolute discretion, to modify or delete any User Provider Content or any other information, stored or posted to the website or to the Application.

12.4. QCabs app does not assume any responsibility for the contents of the User Provided Content. Users are prohibited from disclosing any Personal Information other than their own. Users can not disclose any sensitive data. Disclosure of sensitive data can make the User liable for civil remedies and may in some cases be subject to criminal penalties under applicable law.

13. Governing Law

13.1. These Agreement, your rights and the rights of QCabs app within this Agreement shall be governed by and construed in accordance with the law of England and Wales.

13.2. All parties irrevocably agree that the London Court of International Arbitration (LCIA Court) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

14. Notice

14.1. QCabs app may give notice by means of a general notice on the Application, electronic mail to your email address in the records of QCabs app, or by written communication sent by registered mail or pre-paid post to your address in the record of QCabs app. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent

by email). You may give notice to QCabs app (such notice shall be deemed given when received by QCabs app) by letter sent by courier or registered mail to QCabs app using the contact details as provided in the Application.

15. Assignment

15.1. The agreement as constituted by the Terms of Use as modified from time to time may not be assigned by you without the prior written approval of QCabs app but may be assigned without your consent by QCabs app. Any purported assignment by you in violation of this section shall be void.

16. General Provisions

16.1. No waiver of any term of the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, then such provision or portion shall be construed, as nearly as possible, to reflect the original provision, and the remainder of the Agreement will continue in full force and effect. The Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. The section titles in the Agreement are used solely for convenience and have no legal or contractual significance. No provision of the Agreement shall be construed against the owners of this site but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis. The terms of the Agreement, which by their nature should survive the termination of the Agreement, shall survive such termination. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site, the App or the Services. You further acknowledge that by submitting User Submissions or other Content, no confidential, fiduciary, contractually implied or other relationship is created between you and Us other than pursuant to these Terms.

16.2. We may give notice to you by email, a posting on the website, or other reasonable means. You must give notice to us in writing via email or as otherwise expressly provided.

17. Termination

17.1. You are free to terminate your QCabs app account at any time by contacting support@qcabs.net. Please refer to our Privacy Policy as well as the Terms herein, to understand how we treat information you provide to us after you have stopped using our Services.

17.2. QCabs app is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our sole discretion, including your breach of these Terms. QCabs app has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

If you have any questions about the quality of the Service please contact us by email: support@qcabs.net.