

TERMS AND CONDITIONS

FOR USING THE ITAXI APPLICATION

Below are the general regulations containing detailed provisions and conditions regarding the use of the iTaxi Application and all related functionalities and services effective from 4.11.2019

Definitions

iTaxi - iTaxi.pl Sp. z o.o. with its registered office in Warsaw, ul. Wernyhory 13, 02-727 Warsaw

iTaxi Application - iTaxi software and service used for ordering Passenger Transport Services and concluding passenger transport contracts by users whose Mobile Devices have the ability to connect to the Internet.

Passenger - the user of the iTaxi Application logged in and accepting the following regulations, who orders the Passenger Transport Service using the iTaxi Application, and who concludes a passenger transport contract. A passenger logging in to the iTaxi Application can log in to one of the two profiles: private or business.

Driver - a licensed taxi driver who can accept orders for the transport of passengers from a Passenger and perform transport under a separate cooperation agreement with iTaxi.

Mobile device - portable devices allowing to connect to the Internet wirelessly. Devices with which the iTaxi Application is used.

Passenger transport service - a transport service provided to Passengers by a taxi (within the meaning of Article 2 point 43 of the Act of 20.06.1997 Road Traffic Law, Journal of Laws of 2005, No. 108, item 908, as amended, in connection with Article 4 item 1 of the Act of 06.09.2001 on road transport, Journal of Laws 2007, No. 125, item 874).

iTaxi Ticket - the service is available as part of the iTaxi application, on the terms set out in these regulations, for Passengers logging into the iTaxi Application on a private profile.

§1. General comments on the services offered by iTaxi

1. iTaxi provides the Passenger with the iTaxi Application free of charge (the costs may include a mobile data connection in accordance with the ISP's tariff), which is intended to be used on mobile devices. In accordance with the following regulations, the iTaxi Application user - the Passenger orders the Passenger Transport Service by completing the form and clicking the "ORDER" button, thus expressing the will to conclude an agreement regarding the transport of persons with the Driver (licensed taxi driver). Information, including Passenger data, are displayed on the logged-in Driver's part, who confirms the will to performance the service by pressing the "ACCEPT ORDER" button. The Passenger receives a feedback message immediately after the Driver accepts the order, together with information about the current position of the Driver and data enabling his identification (name and surname, car used by the Driver). The Passenger can also at any time directly connect with the Driver who has accepted the order, by pressing the "CALL" button. The Driver who has accepted the ordered service is obliged to appear at the location indicated by the Passenger in order to conclude the contract. Passenger Transport Service contract is concluded by making a declarations of will: the Passenger by pressing the "ORDER" button, by which he confirms the order of the service while accepting all transport conditions, and then by the Driver by pressing the "ACCEPT ORDER" button, who confirms receiving information from the Passenger and agrees to performe the service. The Passenger accepts the fact that the taxi driver search services for the ordered journey are performed directly after sending the Passenger's order by the iTaxi Application.
2. The conclusion of a contract for the Passenger Transport Service is not the result of using the iTaxi Application, but the use of the application may end with the conclusion of such a contract. A contract for the Passenger Transport Service may be concluded only between the Driver and the Passenger under the conditions described in these regulations. iTaxi services consist only in providing access to the functions of the iTaxi Application, including providing the Passenger with information about available Drivers (licensed taxi drivers) ready to provide the Passenger Transport Service, and the Drivers with information about the Passenger's need to obtain this service.

§2. Fees and payments

1. iTaxi does not charge any fees from the Passenger for using and ordering the service via the iTaxi Application, subject to §3 of these regulations.
2. Using the iTaxi service requires an active Internet connection, as well as using the iTaxi Application requires having a functional mobile device. The Passenger must meet the technical requirements of the device, its configuration, software update and Internet access on its own and on its own responsibility. The costs of buying a Mobile Device and the costs of Internet connection, for which the operator or provider may charge additional fees, are borne entirely by the Passenger.
3. Pursuant to the concluded Passenger Transport Service agreement, the service described in item 1 is settled between the Passenger and the Driver. The settlement is based on the receipt issued by the Driver.
4. iTaxi may introduce a form of settlement with Passengers for mobile payments. In this case, payment for the Passenger Transport Service, ordered using the iTaxi Application, will be collected from the Passenger using electronic direct debit, credit cards, or other mobile payment systems and options available in the iTaxi Application. If the Passenger has a voucher,

has a Promotional Code or has been granted a discount, the Driver does not charge the Passenger or charges a partial fee in accordance with the accepted settlements for the voucher or in accordance with the discount granted. Rebates, discounts, Promotional Codes and vouchers are subject to settlements between the Passenger and iTaxi and are not related to the execution of the order and the resulting obligations of the Driver, but only to the amount of the fee for the order which iTaxi charges on behalf of the Driver.

§3. Terms of cancellation of the ordered journey

1. If the Passenger resigns from the journey after the Driver, after accepting the Passenger's order, commenced its execution or the Driver stopped the execution of the order after unsuccessfully waiting for the Passenger at the starting address to which the Passenger has been ordered by the iTaxi taxi driver may charge the Passenger for placing and interrupting the order, in accordance with from point 2 and 3.
2. The fee for placing and interrupting an order may be charged and amounts to:
 - PLN 10 for placing and interrupting the order by the Passenger due to his fault after the Driver accepted the order and commenced the arrival to the starting address,
 - PLN 10 for placing and interrupting the order by a Passenger due to his fault after the arrival of the Driver at the starting address,
 - PLN 20 for placing and interrupting the order by the Driver due to the fault of the Passenger after the Driver's arrival at the initial address and ineffective waiting for the Passenger over 15 minutes from arrival at the starting address or from the time the order was placed
3. In the event of placing an order involving the booking of a vehicle with additional parameters specified by the Passenger involving the calculation of a surcharge to such an order, in the event of interruption of such order, the fee specified in paragraph 2 above will also be charged a 50% surcharge specified in the price list for the given order.
4. The Passenger may apply for a refund of an unduly charged fee for placing and interrupting an order, if he considers that the charge was unreasonably charged.
5. The request referred to in point 3 should be sent to the e-mail address: bok@itaxi.pl immediately after the completion of the order, but not later than within 30 days of collecting the fee.
6. After the interruption of the order referred to in this paragraph three times or in the event of failure to pay the fee for submitting and interrupting the order referred to in this paragraph, regardless of the accrued fees for submitting and interrupting the order, iTaxi has the right to partial or total limitation of the function of the iTaxi Passenger Application, including in particular the time limit for ordering journeys, limiting the available payment methods or blocking the Passenger's account.

§4. General conditions for using Promotional Codes

1. The Promotional Code entitles you to a discounted taxi ride, i.e. the Passenger is obliged to pay the Driver a fee in the amount displayed on the taximeter minus the discount due to the Passenger resulting from the Promotional Code he is entitled to. The discount value for a single Passenger Transport Service is notified to the Passenger along with the Promotional Code. If the amount displayed on the taximeter is equal to or lower than the amount in respect of Passenger discounts granted to him, then such a Passenger Transport Service is treated as a free service, while the unused part of the discount due to the Passenger is lost. Any payment of the equivalent of the Promotional Code in cash or in another form is not possible.
2. Promotional Codes only apply to orders placed via the iTaxi Application. The Promotional Code should be entered in the iTaxi Application menu in the promotional codes tab before placing a taxi order. The code is only valid when it has been correctly verified by the iTaxi Application, i.e. the iTaxi Application will inform the Passenger that the code is correct.
3. The Promotional Code may be used only once by the Passenger during the validity period of the code. The Promotional Code may be entered into the iTaxi Application only once. Re-entering the code is not possible. The unused Promotional Code expires at the end of the validity period.
4. The iTaxi Application prevents the use of the code to Passengers who have previously used other promotional codes. This means that the Passenger in the iTaxi Application can verify only one Promotional Code per unique phone number at a time, regardless of the source of the code and its value.
5. The exception to the rules contained in points §4.3 and §4.4 of the regulations are codes of counted or multiple use. If the Passenger has a code entitling him to many discounts, he can verify it as many times as he can use the discounted ride (information how many times is each time provided to the Passenger along with the Promotional Code). In the case of counted / multiple use codes, the Passenger must verify the same code before each separate taxi order, e.g. if the code entitles to a discount for two journeys, it should be verified both before the first and the second journey, if the Passenger does not verify the code before the second journey, this journey will be fully paid - in this case the code is still valid, but it should be verified before the next taxi order.
6. As part of one trip, you cannot use more than one Promotional Code, discount, coupons or other rabates affecting the amount due to the Driver for the trip.
7. A Promotional Code that has been lost or stolen cannot be used and the resale of the code is also prohibited.
8. If there is a suspicion of unauthorized use of the Promotional Code or a breach of these Terms and Conditions, iTaxi has the right to block the Passenger's profile and deny the Passenger access to services available through the iTaxi Application. In the

event of such a situation, the Passenger shall not be entitled to any claims against iTaxi regarding the value of unused Promotional Codes.

9. iTaxi reserves the right to exclude the validity of Promotional Codes from the offered forms of travel.

§5. General conditions of using the "Ticket iTaxi" service

1. "iTaxi Ticket" is a service available in the iTaxi Application
2. The choice of the "iTaxi Ticket" service is a voluntary choice made by the Passenger and means acceptance of the travel conditions presented in the iTaxi Application. The Passenger by clicking in the iTaxi Application order the "iTaxi Ticket" declares that he knows and accepts the presented travel conditions, in particular the amount of the payment for the journey of his choice.
3. The Passenger declares that he acknowledges and accepts that the price of the "iTaxi Ticket" on the same route at different times of the day and on different days may vary significantly, depending on road travel, demand and supply of taxi services.
4. Only the Passengers logging in to the iTaxi Application on the private profile can use the "iTaxi Ticket" service. Business trips are excluded from the "Ticket iTaxi" service.
5. In order to use the "iTaxi Ticket" service, a mobile payment must be set in the iTaxi Application.
6. Mobile payment means in particular connecting in the iTaxi Application, if such options are available in the iTaxi Application: credit card, Google Pay, Apple Pay, PayPal or BLIK
7. The "iTaxi ticket" is only available if the full start and end address has been entered.
8. The "iTaxi Ticket" service cannot be ordered for:
 - orders with additional payments (e.g. BUS, station wagon, premium),
 - future orders,
 - for business trips (logged in business passenger to iTaxi Application),
 - for trips to a business voucher entered in the iTaxi Application,
 - for courses ordered at the iTaxi call center,
 - for courses from zones, e.g. Chopin Airport
9. The "iTaxi Ticket" service assumes a ride from the pickup point (in the iTaxi Application the "From where" area) to the destination (in the iTaxi Application the "Where to" area) without any stops along the route or any change of the optimal journey route.
10. The starting address provided in the iTaxi Application must be identical to the pickup address at which the Passenger is waiting for the Driver.
11. If the price of the "iTaxi Ticket" is higher than the taximeter, the Passenger will pay the amount shown on the taximeter.
12. If the Driver will have to wait for the Passenger for more than 10 minutes, it means resignation from the "Ticket iTaxi" service and settlement of the journey based on the taximeter indications.
13. If the Passenger during the journey to the "iTaxi Ticket" wants to change the route or add any stop, the "iTaxi Ticket" service ceases to apply and the Passenger is obliged to make a payment based on the taximeter at the end of the course. In this case, two receipts will be issued at the end of the course: one for the amount indicated in the "iTaxi Ticket" and the other for the difference resulting from the taximeter and the amount appearing on the "iTaxi Ticket" when ordering the service.
14. In case of occurrence independent and unpredictable by the Passenger or Driver circumstances during the execution of the order which would prevent the implementation of the trip with the "iTaxi Ticket" planned optimal route – this order may be:
 - completed upon disclosure of these circumstances at the Passenger's request with the obligation to make payment as indicated by the taximeter calculated from the commencement of the order, or
 - continued to the destination or other address specified by the Passenger with the obligation to make the payment as indicated by the taximeter calculated from the commencement of the order
15. Cancellation or interruption of the journey with the "iTaxi Ticket" by the Passenger or by the Driver due to the fault of the Passenger shall be charged for the submission and termination of the order referred to in § 3 of these Regulations, provided that the order is not subsequently paid on the basis of the taximeter.
16. iTaxi reserves the right to introduce the "iTaxi Ticket" service in selected cities. The current list of cities together with the zones of validity of the "iTaxi Ticket" is available at www.itaxi.pl/bilet

§6. Availability of iTaxi Application and discontinuation of services

1. As part of the general conditions of using the iTaxi Application, iTaxi will ensure the highest availability of the iTaxi Application as well as remove as soon as possible any failures caused by the incorrect operation of the iTaxi Application.
2. iTaxi reserves the right to partially or completely suspend the service's operation without individual notification to Passengers and Drivers. In the event of a total suspension of operations, an appropriate announcement will be published on www.itaxi.pl informing about the cease of offering services by iTaxi.
3. iTaxi reserves the right to change and further develop the iTaxi Application and extend the profile of services provided via the iTaxi Application. Such changes can be made to the iTaxi Application at any time without prior notification to Passengers and Drivers.

§7. General rights and obligations of the Passenger

1. Before using iTaxi services, the passenger is obliged to read the regulations located on the website www.iTaxi.pl. Full use of the iTaxi Application requires registration of the Passenger's account by providing truthful personal data of the Passenger (Name, Surname and telephone number) in the iTaxi Application. iTaxi allows to use some of the features of the iTaxi application without fully registering Passenger account. Registering an account or using the functions available without fully registering your Passenger account is tantamount to accepting the regulations.
2. The passenger is required to provide complete and truthful personal data required by iTaxi and to check and update it without any appeals from iTaxi.
3. The Passenger is obliged to use the iTaxi Application only in a manner consistent with its intended use. The Passenger will not alone, or with the participation of third parties, change, circumvent or break the security of the iTaxi Application, as well as will not have a negative impact on the iTaxi Application causing its damage or using it in a way that overloads it.
4. The Passenger has no rights to the software provided by iTaxi, which remain the property of iTaxi. Copying, modifying, disturbing or reproducing the provided software, in whole or in part, is prohibited.
5. The passenger should not allow third parties to access the iTaxi Application. Only the Passenger is responsible for the confidentiality and security of his profile, who is also obliged to immediately inform iTaxi about the unauthorized use of his profile in the iTaxi Application by third parties.
6. The Passenger is obliged to immediately inform iTaxi in the event that third parties could pursue their claims against iTaxi due to the violation of law by the Passenger.
7. Passenger may not process or use the personal data of other iTaxi Application users, including other Passengers and Drivers, which will be made available to him when using the iTaxi Application.

§8. iTaxi responsibilities

1. Subject to mandatory legal provisions, iTaxi is not responsible for the authenticity, correctness and completeness of the data that is transmitted via the iTaxi Application between the Passenger and the Driver. iTaxi is also not responsible for the fact that data will be received in a timely manner (both by the Passenger and by the Driver).
2. Data protection in Mobile Devices is the responsibility of the Passenger and Driver.
3. iTaxi provides access only to the iTaxi Application and services provided through the iTaxi Application. iTaxi does not provide Passenger Transport Service performed by the Driver, therefore the liability in this respect, subject to the mandatory provisions of law, lies with the parties to the contract for the Passenger Transport Service.
4. Providing illegal content by the users of the iTaxi Application is prohibited. Subject to the mandatory provisions of law, for content made public and disseminated by Passengers and Drivers as part of the iTaxi Application, Passengers and Drivers posting them are responsible. iTaxi reserves the right to immediately remove publications that are in any way contrary to the law, violate generally accepted norms and principles of social coexistence as well as moral norms.

§9. Personal data protection

1. iTaxi ensures adequate protection of Passenger's personal data. All personal data provided by the Passenger are processed in accordance with the generally applicable legal provisions in the field of personal data, in particular in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (General Data Protection Regulation).
2. Detailed information on the processing of Passenger's personal data by iTaxi can be found in the [Privacy Policy](#).

§10. System of users' rating

1. The Passenger is required to thoroughly assess the services provided by Drivers, both by the Driver and the vehicle. The passenger undertakes to provide only true information. The Passenger undertakes to provide only true information.
2. The passenger agrees to publish anonymous reviews in the iTaxi Application and on the website www.iTaxi.pl.

§11. Final Provisions

1. If any of the provisions of these regulations (or part of any of the provisions) is recognized by the court or other authorized body as invalid, unenforceable or unlawful, the remaining provisions will remain in force and will be considered binding. A provision declared invalid, unenforceable or unlawful will be replaced by another provision that best suits the economic and economic purpose of using the iTaxi Application.
2. iTaxi reserves the right to change the content of the regulations. About the change in the content of the regulations iTaxi informs Passengers on the website: www.iTaxi.pl and in the iTaxi Application. The new regulations apply from the date of placing the new version on the website: www.iTaxi.pl and in the iTaxi Application. The current version of the Regulations, as well as information about each change and date of application, are available at <https://itaxi.pl/>. iTaxi provides a permanent opportunity to view the regulations on the website: www.iTaxi.pl and in the iTaxi Application, including the option of downloading it in pdf format. Logging in to the iTaxi Application means accepting of the regulations in its current version.
3. The passenger has the right to object to the changes introduced in the regulations within 7 days from the date of its publication. Submission of an objection will automatically terminate the Passenger's right to use the iTaxi Application, and

failure to file an objection shall result in coming into effect of amendments to the regulations after the deadline for submitting an objection.

4. The law applicable to these regulations will be Polish law.

The Regulations comes into effect on November 4, 2019.