

Regulations for using iTaxi services and using the iTaxi Application

Definitions

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

iTaxi Application, 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

Passenger, User - a user registered in the iTaxi Application who orders the Service and concludes a passenger transport contract using the iTaxi Application or the iTaxi call centre

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.

Service Recipient - a natural or legal person or organizational unit with legal capacity conducting business activity. For the purposes of these regulations and the contract concluded between the Service Recipient and iTaxi, the Service Recipient means the entity having the business profile in the Application and logging in to this profile.

The Service Recipient indicates the Passengers entitled to use the Service.

Application Regulations - regulations for the use of the iTaxi application constituting the general regulations containing detailed provisions and conditions regarding the use of the iTaxi Application and all related functionalities and services available on the iTaxi website at <https://itaxi.pl/terms/>

Ordering and implementation of services

1. iTaxi provides the Service Recipient with the Service via the Application or iTaxi call centre under the conditions set out in these regulations. In order to properly implement the Service, iTaxi may subcontract its performance to the Driver Service indicated using the functionality of the Application.

2. These regulations set out the rules for granting access to the Application by iTaxi to Service Users for ordering Services by means of the Application's functionality. In the scope not regulated by these regulations, the Application Regulations apply to the rules of using the Application, services provided through the Application and the rights and obligations related thereto, the Application Regulations shall apply accordingly, in particular to the Customers, Users and Passengers referred to the provisions of the Application Regulations regarding the iTaxi Ticket service as defined in the Application Regulations do not apply in these regulations. In the event of a conflict, the provisions of these Regulations shall take precedence over the provisions of the Application Regulations.

3. The Service Recipient indicates in the iTaxi Application Users (Passengers) entitled to use the Service and concluding a passenger transport contract on behalf of the Service Recipient. The Service Recipient is responsible for the actions and omissions of the Users (Passengers) indicated by him as for his own actions.

4. iTaxi provides the Customer with the iTaxi Application for free on mobile devices, with the proviso that:

- the costs may include a mobile data connection in accordance with the ISP's tariff;

- iTaxi may charge a fee for placing and interrupting an order on the terms set out in the Application Regulations,

5. For the purposes of providing the Service, iTaxi hereby grants the Service Recipient a non-exclusive, non-transferable, non-transferable license for the period of using the Service, limited to the territory of the Republic of Poland, to use the Application.

6. In order to use the Service, the Service Recipient creates an administrative User account in the Application. In order to provide access to the User's administrative account, iTaxi will generate an individual login and password for the Service Recipient. The Service Recipient, using the User's administrative account, will be able to, among others manage the authorizations of other Users indicated by him authorized to use the Application, including for the purpose of these persons ordering Services on their own account. Each Service Recipient undertakes to ensure the confidentiality of all logins and passwords for the Application. The Service Recipient acknowledges that he will be responsible for all actions and omissions of the persons to whom he has provided his logins and passwords. These regulations apply to the creation of a business account (business profile).

7. The Service is ordered on behalf of the Service User by the User authorized by the Service User using the functionality of the Application or a dedicated phone number +48 737 737 737 or WWW panel, according to his individual preferences in the selection of the Driver.

8. Using the iTaxi Application, the Passenger orders the Service by completing the form and clicking the "ORDER" button, and thus expresses the will to conclude a contract for the Passenger Transport Service. Information, including Passenger's data is displayed on the logged-in Driver's side, which confirms the will to perform the Service by pressing the "ACCEPT ORDER" button. The passenger receives a feedback immediately after accepting the order by the Driver together with information about the current position of the Driver and data enabling his identification (name and surname, car the Driver is using, car registration number). The Passenger also has the option to connect directly to the Driver who accepted the order at any time by pressing the "CALL" button. The driver who has accepted the Service for implementation, in order to conclude a contract of carriage is obliged to appear in the location indicated by the Passenger. The contract for the carriage of passengers is concluded by making declarations of will: the Passenger after pressing the "YES" button, which confirms the order of the Service while accepting all the conditions of these Regulations, and then by the Driver after pressing the "ACCEPT ORDER" button, which confirms the receipt of information from the Passenger and agrees to perform the service.

9. Using the Application requires an active Internet connection and having a functional mobile device. The passenger must, on his own and at his own responsibility, ensure that the technical requirements of the device are met, its configuration, software update and access to the Internet. The costs of purchasing a mobile device and the costs of Internet connection, for which the operator or provider may charge additional fees, are borne entirely by the Service User or User.

Settlements

10. Based on the agreement between the Customer and iTaxi on the Service of passenger transport, the Service is settled. The full price list is available on the Driver's windscreen, the iTaxi Application only provides information about the rate for one kilometre travelled in the so-called Daily fare (from 6:00 to 22:00 every day except Sundays and holidays). iTaxi reserves the right to change the method of settlement.

11. The Service Recipient will pay iTaxi for the Service performed, calculated on the basis of price lists used by Drivers, depending on the number and course of transport services actually performed. VAT at the rate of 8% will be added to the remuneration due to iTaxi. The provisions of the Application Regulations regarding the iTaxi Ticket service as defined in the Application Regulations do not apply to the settlement of remuneration for the Service.

12. The remuneration due for services rendered, along with VAT added, will be collected from the Service Recipient's credit card account registered by the Service Recipient in the iTaxi Application after the Service has been performed, at least once a month or via other mobile payments if available in the Application.

13. Receivables for Services will be billed in monthly settlement periods. Within 7 days of the end of the calendar month, iTaxi will issue and send to the e-mail address provided in the Application an invoice documenting all Passenger Transport Services performed this month. The Customer agrees to receive invoices in electronic form via e-mail in the form of PDF files.

Assurances and commitments

14. iTaxi will ensure the highest availability of the Application as well as remove as soon as possible any failures caused by incorrect operation of the Application. Subject to mandatory provisions of law, the Passenger or Service Recipient shall not be entitled to a claim for ensuring constant and uninterrupted availability of the Application.

15. iTaxi reserves the right to partially or completely suspend the operation of the Application without individual notification to the Customer and the Passengers indicated by him. In the event of complete suspension of the Application operation, an appropriate message will be published at www.iTaxi.pl informing about the discontinuation of iTaxi's offering of the Service. Drivers, and the Service Provider and the Passengers indicated by him, are not entitled, subject to the mandatory provisions of law, any rights to claims arising from the suspension of the Application and the ceasing of offering Services by iTaxi Sp. z o.o.

16. iTaxi reserves the right to change and further develop the Application and extend the profile provided by means of the Service Application. Such changes may be introduced to the Application at any time.

17. Before using the Service, the Service Recipient and Passenger are required to read these regulations as well as the Application Regulations. Using the Service requires the registration of the Service Recipient's account (in the form of a business profile) and the Passengers indicated by him by providing truthful information, including the Passenger's personal data (name, surname and telephone number). Registration of the account (business profile) is tantamount to acceptance of these regulations and the Application Regulations. These regulations and the Application Regulations and relevant statements are available in the procedure of registering the Service Recipient's account.

18. The Service Recipient is obliged to provide complete and truthful personal data regarding him and Passengers required by iTaxi and to check and update them without any summons from iTaxi.

19. The Service Recipient and each User is obliged to use the Application only in a manner consistent with its intended use and is not entitled to decompile, test or modify the Application, any other interference with the Application or other infringement of the proprietary copyrights to the Application. The Service Recipient or User shall not alone, or with the participation of third parties, change, circumvent and break the security of the Application, as well as will not have a negative impact on the Application causing its damage or in a way that causes it to be overloaded. The Customer may not use the Application to order goods transport services.

20. The Service Recipient or User shall not have any rights to the software provided by iTaxi, which remain the property of iTaxi. You may not copy, modify, distribute or reproduce the shared software, in whole or in part.

21. The Service Recipient should not allow third parties to access the Service and Application. The Recipient is solely 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 Application by third parties.

22. A breach of law by the Service Recipient or Passenger when using the Application made available releases iTaxi from liability towards third parties and from any costs of legal representation that iTaxi would incur in this case. The Service Recipient is obliged to cover damage in relation to iTaxi, which arose in the event of a breach of any rules of using the Application by the Service Recipient or Passenger.

23. The Service Recipient is obliged to immediately inform iTaxi in the event that third parties would pursue their claims against iTaxi due to a violation of law by the Passenger.

24. Passenger may not process or use the personal data of other Application Users, including other Passengers and Drivers, which will be made available to him when using the Application.

25. iTaxi is not responsible for the authenticity, correctness and completeness of the data that is transmitted via the Application between the Passenger and Driver. iTaxi is also not responsible for the fact that the data will be received in a timely manner (both by the Passenger and by the Driver).

26. iTaxi is responsible for damages to computer hardware or software resulting from the use of the Application that was solely due to the intentional fault of iTaxi.

27. Subject to mandatory legal provisions, iTaxi shall not be liable for any loss of data contained on mobile devices. The security of this data is the responsibility of the Service Recipient, Passenger and Driver, respectively.

28. Subject to mandatory legal provisions, iTaxi is not responsible for the content and links to websites that belong to third parties and have been placed on the website www.iTaxi.pl.

29. Subject to the mandatory provisions of law, iTaxi is not responsible for the content made public and disseminated by the Service Recipients, Passengers and Drivers as part of the Application, this responsibility rests solely with the Service Recipient, Passengers and Drivers posting them. 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 and moral norms. Users of the iTaxi Application (Passengers, Service Users and Drivers) may not provide illegal content.

Data protection

30. The Administrator within the meaning of art. 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (hereinafter referred to as the Regulation) in relation to the personal data of the Service Recipient who is a natural person conducting business activity is iTaxi.pl Sp. zoo. with headquarters in Warsaw, ul. Wernyhory 13, 02-727 Warsaw. iTaxi processes the following personal data of the persons referred to in this section: name and surname, company name, address, tax identification number, telephone number, e-mail address, locations, coordinates of the place of receipt and coordinates of the destination, as well as data on travel time (e.g. pickup time and time to reach destination). iTaxi processes personal data for the purpose necessary to register an account, place orders, perform a Service contract, including Service settlement, accounting and financial reporting, as well as redress. Providing this personal data is necessary for the conclusion and implementation of the contract for the provision of the Service, and their processing is carried out on the basis of art. 6 clause 1 letter b) of the Regulation. In the case of Users (Passengers), iTaxi, subject to point 36, may process personal data in the form of location, coordinates of the place of receipt and coordinates of the destination, as well as data on travel time (e.g. pickup time and time of arrival to the destination) and in the event of contacting through the call centre also voice. In the case of Users (Passengers) who are not the Service Recipient, the Service Recipient is obliged to provide information on the processing of their personal data referred to in this chapter of the "Data Protection" regulations.

31. iTaxi processes the personal data of persons authorized to act on behalf of the Service Recipient, made available by the Service Recipient who is a legal person or an organizational unit without legal personality, i.e. the name and contact details of the Service Recipient, i.e. name, phone number, email address in connection with the conclusion of the contract for the provision of the Service as a separate administrator pursuant to art. 6 clause 1 letter f) of the Regulation, i.e. the legitimate interest of the administrator understood as the need to verify persons authorized to act on behalf of the Service Recipient and the need to contact the Service Recipient in matters related to the performance of the contract for the provision of the Service. The Service Recipient undertakes to provide persons who have not concluded a contract for the provision of the Service with information referred to in this chapter of the "Data Protection" regulations.

32. iTaxi stores the personal data of persons referred to in points 30 and 31 only for the period necessary to perform services, assert claims and comply with the requirements arising from applicable provisions, including tax regulations, or for the period necessary to achieve other purposes in which in accordance with the iTaxi Privacy Policy, the administrator may process data. After these periods, personal data will be deleted.

33. The persons referred to in points 30 and 31 have the right to request from iTaxi access to their data, obtain a copy of the data, request correction if the data is incorrect or incomplete, as well as in the cases indicated in the Regulation, the right to object to processing , requests to delete personal data, requests to limit processing and the right to data portability. The persons referred to in points 30 and 31 in connection with the processing of their personal data have the right to lodge a complaint with the supervisory authority.

34. iTaxi also partly uses external service providers who, on behalf of iTaxi, can process personal data of the persons referred to in points 30 and 31, e.g. hosting service providers, e-mail service providers, accounting service providers, and payment service providers. The transfer of data may, however, only be used to provide their service. iTaxi uses only the services of such entities that provide sufficient guarantees to protect the rights of data subjects. The

processing of personal data by these entities is based on written contracts concluded with iTaxi. These entities comply with iTaxi guidelines and are subject to audits carried out by iTaxi. As the taxi transport service may also be provided via taxi operators or other subcontractors, the data may be transferred to such entities for further transmission to drivers. For the purposes of the legitimate interests pursued by iTaxi, which is redress, Your personal data in the field of identification, address and contact data may be transferred to debt collection companies and other entities providing services related to debt collection. Data may also be transferred to authorities that may request them in accordance with legal regulations. iTaxi also has a fanpage page on the Facebook website that is linked to on the Website. Therefore, data in the form of name and email address can be collected and then made available to the Facebook operator, in which case the data is processed in order to use the administrator's Facebook page and marketing with the help of Facebook. Similarly, the indicated data may be transferred to other similar social networking sites and entities operating them.

35. Based on the personal data of the persons referred to in points 30 and 31, iTaxi does not make automated decisions, including decisions resulting from profiling within the meaning of the Regulation, with the proviso that:

- however, the data may be profiled for the purpose of providing personalized content in the Application, i.e. the implementation of the Application function consisting in presenting the offer of taxi transport services to the greatest extent corresponding to the Passenger's preferences - it concerns the situation of introducing such functionality of the Application;

- data on how to use the Application and services offered through the Application, as well as contact details may be used to send personalized messages regarding the use of services. Such processing is necessary to perform the contract for the use of the Application or other contract for the service provided electronically, pursuant to the content of art. 22 paragraph 1 letter a) of the Regulation;

36. The administrator within the meaning of the Regulation in relation to the personal data of Passengers made available to iTaxi by the Customer is the Customer. iTaxi processes personal data of Passengers based on written personal data processing agreements on behalf of the administrator concluded with the Service Recipient.

37. In connection with the use of Google services by iTaxi, e.g. the G Suite service, data may be transferred outside the EEA. Guarantees to ensure an adequate level of protection result from the obligations to use standard contractual clauses adopted by the Commission (EU) or the entity's participation in the Privacy Shield program established by Commission Implementing Decision (EU) 2016/1250 of 12 July 2016. on the adequacy of the protection afforded by the EU-US Privacy Shield.

38. All personal data processed in accordance with generally applicable legal provisions in the field of personal data, in particular in accordance with the provisions of the Regulation. iTaxi ensures adequate protection of processed personal data, including appropriate technical and organizational measures to ensure the security and adequate confidentiality and integrity of personal data, including protection against unauthorized access to them, against unauthorized or unlawful processing and accidental loss, unauthorized change, destruction or damage. Other information and rules related to the processing and protection of personal data are available in the Privacy Policy posted on the site - please read.

39. iTaxi declares that it has appointed a data protection officer as referred to in art. 37-39 of the Regulation. Contact details of the data protection officer: Adam Klimczak, e-mail address: adam.klimczak@kancelariakww.pl.

Complaint procedure

40. iTaxi uses the following complaint procedure:

- Complaints should be submitted via the form available at <https://itaxi.pl/reklamacja/> or by email to bok@itaxi.pl

- the complaint should contain: Passenger's data, including e-mail address to which the answer will be sent, User's company data (company, NIP / REGON). detailed information about the course being the subject of the complaint (date, time, route), description of the reason for the complaint,

- iTaxi responds to a complaint within 14 days of its submission. The answer is given to the email address of the applicant, provided in the complaint, with the proviso that the answer to the complaint is given to the person representing the User in the conclusion and performance of the contract for business trips concluded with iTaxi.pl,
- for proper consideration of a complaint, iTaxi may ask the claimant to submit additional written information or provide additional documents if obtaining them is necessary for proper consideration of a complaint.

Final Provisions

41. The passenger is entitled to a reliable assessment of the Service and the quality of work of Drivers and the vehicle. The passenger undertakes to provide only true information.
42. The Service Recipient and Passenger agree to publish Passenger ratings in the iTaxi Application and on the website www.iTaxi.pl.
43. 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 and binding. The provision declared invalid, unenforceable or unlawful will be replaced by another provision that best suits the economic and economic purpose of using the iTaxi Service and Application.
44. iTaxi reserves the right to change the content of the regulations. About the change in the content of the Regulations iTaxi informs 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 if no other date of validity has been indicated with the publication of its new version or notification of a change in the regulations. The change message indicates the extent of the change being made. Along with the message and indication of the validity date, a new version of the Regulations is published. The current version, 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 in pdf format. Logging in to the iTaxi Application means that you accept the regulations in its current version. Similar rules apply to the Application Regulations and are indicated in the Application Regulations.
45. The Service Recipient has the right to object to the changes introduced in the regulations within 7 days from the date of its publication. Filing an objection will automatically terminate the rights to use the Service and Application by the Service Recipient and the Users indicated by him, and the lack of objection results in the entry into force of amendments to the regulations after the deadline for raising objection.
46. iTaxi reserves the right to suspend the provision of Services and block access to the Application immediately if the Service Recipient violates the provisions of these Regulations, in particular in the event of insufficient funds on the Service Recipient's credit card account to make payment for the Services performed for more than 3 calendar days.
47. The law applicable to these regulations will be Polish law.
48. To use the iTaxi Application you need a mobile device with Android or iOS and an Internet connection.
49. The Service Recipient ensures and guarantees that Passengers will become familiar with these Regulations and the Application Regulations before using the iTaxi Application and that they will comply with them as well as the contract concluded as a result of using the iTaxi Application.