

## 360 DRIVEN TERMS AND CONDITIONS

### 1. General

360 DRIVEN LIMITED, Phoenix Business Centre, Suite 2, Rosslyn Crescent, Harrow HA1 2SP, Company Number 09675675, TFL Number 08888 - (hereinafter referred to as "360 DRIVEN or 360 D.") enables its Users to book travel services over its online platform, through the association with other online platforms, as well as through the applications for mobile devices ("Apps", all products together, "360 D. Tools"). The service of 360 DRIVEN is made up only by the arrangement of an entitlement to carriage for a User over a transportation service provider ("TSP") as an intermediate, and not in the provision of the travel service itself.

These Terms and Conditions (hereinafter referred to as "Terms") are part of every agreement between Users with the arrangement of a travel service by 360 DRIVEN. They also describe in detail the travel services which are offered through the direct entitlement created by 360 DRIVEN between the User and the TSP.

Deviations from the User Terms, even in the case of letters of confirmation and unreserved services, are hereby rejected. Only if the management of 360 DRIVEN has expressly agreed in writing, does this not apply.

### 2. Contractual Relationship and Conclusion of Contract

#### 2.1 Contractual Relationship

360 DRIVEN provides the travel services presented by the 360 D. Tools neither itself nor through third parties. 360 DRIVEN arranges for the User simply an entitlement to carriage over a TSP independent of 360 DRIVEN.

Therefore, 360 DRIVEN makes the necessary arrangements with the TSP in its own name, which provides the User with an entitlement to carriage over the TSP ("Third-Party Beneficiary", also called "Contract of Carriage for the Benefit of the User"). Consequentially, Users are entitled to demand travel services and other claims directly from the TSP. The User uses 360 DRIVEN only as an intermediate or an arranger and not as a transport service. The compensation claim of 360 DRIVEN is made up of arrangement fees as well as the advance payment made by 360 DRIVEN to the TSP.

## 2.2 Conclusion

By submitting a completed booking form via the 360 D. Tools or by telephone ("Ride Request" of the User) to 360 DRIVEN, the User makes an offer for the conclusion of an arrangement agreement. The object of this agreement is the arrangement of the travel service to meet the User's Ride Request.

360 DRIVEN next sends the User an email confirming the receipt of the ride details for the travel service which is to be arranged. Through this, 360 DRIVEN confirms only the receipt of the User's Ride Request.

The arrangement agreement between 360 DRIVEN and the User for the requested travel service comes into effect only through a separate statement ("Booking Confirmation") by 360 DRIVEN per email. The User themselves is then entitled to demand the transportation services from the TSP directly as well as to make further claims directly against the TSP.

## 3. User Registration Requirements for the Use of 360 D. Tools

It is the User's responsibility to ensure that all information that they, or someone else on their behalf, have provided to 360 DRIVEN is complete and accurate.

Registration using automated methods is prohibited.

## 4. Selected Topics of the Contract of Carriage for the Benefit of the User

Under Paragraph 4 described details of the User's Ride Request (collectively, "Travel Arrangements"), the User can only make demands to the TSP, if they are agreed upon in the arrangement agreement with 360 DRIVEN.

The following conditions apply to the 360 DRIVEN-arranged entitlement to carriage of the User directly over the TSP:

#### 4.1 Transfer Rides / Hourly Bookings, Changes to Service

The User can choose between transfer rides and hourly bookings for their Ride Request. If, according to the express wishes of the User, or passenger, the actual Ride Request requires additional effort compared to the original Ride Request, the TSP should carry this out where possible. The extra effort may result in additional costs for the individual arrangement (for more details see Paragraph 5 below).

Changes in Travel Arrangements are subject to the availability of the TSP and can be made by the User, or the passenger, even after conclusion of the contract in accordance with Paragraph 5 and the payments described therein.

4.1.1 In the case of transfer services the price quoted is valid for a start and destination address. An additional fee, according to the current price structure (see Paragraph 5 below), accrues per stopover on the direct route.

4.1.2 For hourly bookings, the trip must always end in the municipal area of the pick up location. An hourly booking always starts at the pick up time confirmed upon booking.

#### 4.2 Vehicle Class / Vehicle Model, Upgrade

The User can choose from different vehicle classes (e.g. "Executive Class" , "Executive Van/SUV", or "Luxury Class") for their Ride Request.

The vehicle images shown in the 360 D. Tools are only illustrative examples. These are not connected with any right to a particular vehicle model for the booked vehicle category - regional differences are especially possible.

Subject to availability, an upgrade from the vehicle class "Executive Class" to a higher vehicle class (such as "Executive Van" or "Luxury Class"), at no additional cost to the User, may be possible.

### 4.3 Transport Safety, Consequences

#### 4.3.1 Luggage, Animals

The price given in the Booking Confirmation includes the number of pieces of luggage specified on the booking form. Excess luggage, bulky luggage, or the transportation of animals not stated as an additional comment upon booking could lead to corresponding surcharges; the arrangement fee will also be higher, as stated in the Booking Confirmation (see Paragraph 5 below).

The TSP reserves the right to refuse the carriage of luggage and/or animals which was/were not agreed to. This also applies to animals which are not contained in a closed and suitable transport box.

#### 4.3.2 Carriage of Children

The need for safety seats for children should be requested by the User as an additional comment by specifying the number and age of children to be transported as well as the required type of seating.

#### 4.3.3 Information on Number of Passengers and Pieces of Luggage

The maximum number of passengers and pieces of luggage specified for a particular vehicle is an estimate based on factors such as size and weight of passengers and luggage. These are therefore not binding.

The TSP can refuse the carriage of passengers or luggage if they believe they compromise the space and safety conditions.

#### 4.3.4 Prevention of Carriage

The TSP reserves the right to refuse carriage if compelling (for example under applicable laws) requirements under Paragraph 4.3 were not at all, or not correctly, communicated by the User as an additional comment.

If, due to this, carriage is not possible, this has no influence on the payment of 360 Driven through the arrangement agreement with the User for the transportation booked.

#### 4.4 Delays

Exceptional situations such as air-traffic controller strikes, extreme weather conditions, etc. can be compensated only to a limited extent, meaning that longer waiting periods or last-minute cancellations must be accepted by Users.

#### 4.5 Cancellations, Changes to Booking, and No-Shows

##### 4.5.1 Cancellation

###### (a) Transfer Services

For transfer services, cancellation is free of charge if the TSP has not yet set off for the pick up location or over four hours is left before the agreed pick up time. In all other cases, the full arrangement fee is payable to 360 DRIVEN. A cancellation can only be done by using our App, by Email or Website.

#### (b) Hourly Bookings

For hourly bookings, cancellation is free of charge if over 24 hours lie between the cancellation and the agreed pick up time. If less than 24 hours but over 12 hours lie between the cancellation and agreed pick up time, 50% of the total price (or appropriate reimbursement of expenses for the activities carried out by 360 DRIVEN) is to be paid, provided the TSP has not yet set off for the pick up location. If the cancellation is made less than 12 hours before the agreed pick up time, or the TSP has already set off for the pick up location, the total price is payable. A cancellation can only be done by using our App, by email or Website.

#### 4.5.2 Changes to Booking

Changes to bookings are generally treated as new bookings. The policy for dealing with cancellations (see Paragraph 4.5.1 above) therefore apply to the ride originally agreed upon. A compensation claim by 360 DRIVEN for the originally agreed ride may be made accordingly.

#### 4.5.3 No-Shows without cancellation, Delay to the User

In case of a no-show without cancellation, the User loses its entitlement to carriage over the TSP, however this does not affect the compensation claim of 360 DRIVEN towards the User.

#### (a) Transfer Services

A ride is considered a no-show if the User, or passenger, has not shown up without cancellation within 45 minutes after the agreed pick up time at the agreed pick up location. If a customer does not show up, the ride must be paid for in full, whereas possible surcharges for waiting time do not apply.

For airport or train station (excluding long-distance train stations) pick ups the ride is considered a no-show when the User, or passenger, has not shown up without cancellation within 60 minutes after the agreed pick up time at the agreed pick up location, at which flight and train delays or earlier flights and trains lead to a deferral of the scheduled pick up time by the planned period of time between the planned arrival time and the original pick up time. If a customer does not show up, the ride must be paid for in full, whereas possible surcharges for waiting time do not apply.

From this rule situations are excluded in which the TSP and the passenger have agreed on a later pick up time by phone. Possible surcharges for waiting time have to be remunerated as described under Paragraph 5.3.1. Generally, the passenger is not entitled to change the pick up time.

#### (b) Hourly Bookings

A ride is considered a no-show if the User, or passenger, has not shown up without cancellation after the expiration of the hours booked after the agreed pick up time at the agreed pick up location. If a customer does not show up, the ride must be paid for in full.

For airport or train station (excluding long-distance train stations) pick ups the ride is considered a no-show when the User, or passenger, has not shown up without cancellation after the expiration of the hours booked after the agreed pick up time at the agreed pick up location, at which flight and train delays or earlier flights and trains lead to a deferral of the scheduled pickup time by the planned period of time between the planned arrival time and the original pick up time. If a customer does not show up, the ride must be paid for in full.

From this rule situations are excluded in which the TSP and the passenger have agreed on a later pick up time by phone. An hourly booking always starts at the pick up time confirmed upon booking as described under Paragraph 4.1.2. In consequence possible extensions of the hourly booking have to be remunerated as described under Paragraph 5.2. Generally, the passenger is not entitled to change the pick up time.

#### 4.6. Behaviour in the Vehicle

The following behavioural standards apply to the User when travelling with the TSP:

During the entirety of the ride, all passengers must follow the regulations which apply to the relevant Road Traffic Act, especially the seatbelt regulations. Any instructions given by the TSP must be followed. It is the responsibility of the TSP to ensure a safe ride. It is therefore prohibited for passengers to open the doors while driving, throw any objects from the vehicle, and/or stick body parts out of or shout from the vehicle. If the User wishes to use any of the devices or facilities in the vehicle, a brief instruction is required from the TSP.

Smoking is prohibited in the passenger part of the vehicle. If the User, or passenger, ignores this, they are liable to pay not only the cost for the cleaning of the vehicle but also compensate the loss of business due to the downtime of the vehicle.

The consumption of food is discouraged. Alcoholic drinks are only allowed to be consumed in the car with prior consent.

## 5. Compensation and Payment

### 5.1 Principles

The compensation claim of 360 DRIVEN is specified in the Booking Confirmation.

Key factors for its amount (including reimbursement of expenses to 360 DRIVEN for the arranged transportation service) are: the chosen vehicle class, the distance, how far in advance the ride is booked, as well as the pick up time and possibly the location.

Additionally booked special requests, e.g. multilingual drivers, individual vehicle labelling, additional stops, bulky luggage, car seats for children, etc. may cause the price to increase.

### 5.2 Ride Changes

Even after the conclusion of the arrangement agreement and even after the start of the ride, provided it is possible for the TSP, the User (and the passenger) can make changes to the Travel Arrangements.

If a ride is spontaneously lengthened (distance or number of hours) according to the wish of the User, or passenger, the actual service (total distance or number of hours) will be newly calculated and priced according to the current price structure. In the case of hourly bookings, each additional 30-minute block is considered for invoicing, i.e. from the first additional minute, a half hour will be rounded up to ensure more reliable planning.

Accordingly, the compensation claim increases for the User, due to 360 DRIVEN's expenses for the Contract of Carriage for the Benefit of the User increasing.

If the distance or number of hours are less than originally booked, the price remains unaffected.



### 5.3 Other Premiums

#### 5.3.1 Waiting Times for Transfer Services

For transfer services, no surcharges are applied in the case of airport or train station (excluding long-distance train stations) for a waiting time of up to 45 minutes after the agreed pickup time, at which flight and train delays or earlier flights and trains lead to a deferral of the scheduled pick up time by the planned period of time between the planned arrival time and the original pick up time, and up to 15 minutes from the agreed pick up time in all other cases. Each additional minute of waiting time will be calculated as a flat-rate, including VAT, according to the hourly booking prices of the particular municipal area as well as the vehicle category.

#### 5.3.2 Additional miles for Hourly Bookings

Hourly bookings contain the miles (per hour) that are stated on the booking form (or by phone). Any additional miles are subject to surcharge, including VAT, and are calculated according to the price per mile of the particular municipal area as well as the vehicle category.

### 5.4 Terms of Payment and Transaction Fees

The User can pay for their ride by credit card. Incidental credit card charges are carried by 360 DRIVEN. Any transaction fees when making payments via bank transfer (e.g. due to different currencies or different local accounts) are carried by the User.

### 5.5 Payment Reminders, Unpaid Credit Card Invoices

For each payment reminder, 360 DRIVEN may charge an appropriate penalty fine.

For unpaid credit card debts, 360 DRIVEN charges the User for the incurred expenses (bank, credit card company) and reserves the right to assert an appropriate handling fee per incident.

## 5.6 Sending of Invoices, Payment Dates

360 DRIVEN provides the User with the respective invoice electronically as a download in their 360 DRIVEN account. When paying by credit card, payment is due immediately. When paying by bank transfer, the payment date referred to in the invoice must be kept.

## 5.7 Vouchers

Vouchers are only redeemable individually and cannot be combined with other vouchers. Vouchers are not redeemable for cash.

## 6 Liability

### 6.1 Principles

360 DRIVEN is liable for damage caused by 360 DRIVEN or their vicarious agents or subcontractors either intentionally or due to gross negligence. The TSP as well as all drivers employed for the travel service are neither vicarious agents nor subcontractors of 360 DRIVEN. Rather, 360 DRIVEN arranges, for the User, a direct entitlement to carriage over a TSP.

In case of damage caused by simple negligence, 360 DRIVEN is liable only for breach of fundamental contractual obligations and for foreseeable and typical damage. Fundamental contractual obligations are those which, when fulfilled, enable the proper execution of the contract and upon which the User can rely.

Limitation of liability does not apply in the context of an express guarantee of condition and quality, in case of intentional harm to life, body, or health, as well as claims under the Product Liability Act.

### 6.2 Contents of 360 D. Tools

360 DRIVEN is not liable for the accuracy, reliability, completeness, or timeliness of the free content and programs which are distributed under the name of 360 D. Tools, nor for any damage arising there-from, except to the extent that such damages are caused intentionally or by gross negligence by 360 DRIVEN. This applies to all kinds of damage, especially damage caused by errors, delays or interruptions in the transmission, or

problems with technical equipment and service, incorrect content, omissions, loss or deletion of data, viruses or in any other way due to the use of this online offer. Furthermore, 360 DRIVEN is not liable for the availability and efficiency of the features offered.

### 6.3 Websites of Third Parties

360 DRIVEN accepts no responsibility for the content, accuracy, legality and functionality of third-party websites which are referred to through links. Accessing these pages through hyper links is done at the risk of the User.

### 6.4 Accuracy of Transmitted Information, Disruption of Access

360 DRIVEN accepts no responsibility for ensuring that the information provided is accurate and complete nor that it reaches the User or driver in time. This does not apply to content in the Booking Confirmation.

360 DRIVEN is not liable for disruptions to the quality of access to the 360 D. Tools due to excess force or due to events which 360 DRIVEN is not responsible for, in particular the failure of communication networks and/or gateways. 360 DRIVEN makes no guarantee that the website will function uninterrupted or error free, nor that any errors will be corrected.

### 6.5 Release of Liability by the User

The User releases 360 DRIVEN of all claims and expenses, including appropriate attorneys fees, levied against 360 DRIVEN by a third party for any use of the 360 D. Tools by the User which violates the contract or is a breach of these Terms.

## 7. Changes to the Offer by 360 DRIVEN

360 DRIVEN reserves the right to at any time make changes to the 360 D. Tools in a way that is appropriate to the User, so as to further develop and improve their quality. In addition, 360 DRIVEN reserves the right to, with good cause, temporarily or permanently discontinue its offer through the 360 D. Tools, even without the User being informed personally of this.

## 8. Protection of Content, Granting of Rights of Use to 360 D. Tools

The content contained within the 360 D. Tools enjoys copyright protection.

360 DRIVEN grants the User the conditional and revocable right to use the 360 D. Tools as intended through complying with these Terms. Any use beyond this (changes, copies, re-releases, transfers, distribution, or other improper purposes) is prohibited.

## 9. Data protection

### 9.1 Introduction

We, 360 Driven Limited, Crown House, Suite 312A, NW107PN London, (hereinafter "360 Driven"), take the protection of your private (so-called "personal") data seriously and protect your privacy during processing in accordance with the applicable data-protection regulations.

These regulations regarding data protection inform you, the user, in detail of the nature, scope, and purpose of the collection and use of personal data by 360 Driven, the responsible provider of these services. This privacy statement is equally applicable to the services in context of the online platform, for integrated functions in foreign online platforms, as well as applications for mobile devices ("360 Driven Services").

### 9.2 Data Processing and Transmission

#### 9.2.1 Processing by 360 Driven

360 Driven will process the personal data of the user only in so far as it is necessary for the establishment, implementation, development, or modification of agreements on the use of 360 Driven Services or for individual management services. Any processing beyond this will take place only if the user has expressly agreed to this.

With the aim of continuous improvement and development of the 360 Driven Services, 360 Driven uses analytical tools to obtain information such as websites visited by the user, length of stay, through which channels our Services were accessed, the name of the accessed website, downloaded files, the date and time of the access, the browser used, etc.

## 9.2.2 Transmission

360 Driven will pass personal data to third parties only for the purpose of contract fulfilment or with the consent of the user. In particular, this includes 360 Driven passing on the user's personal data, to the extent required, to transportation service providers who are to drive the user.

Personal data will be disclosed to state institutions and authorities only if required by law.

## 9.3 Data Security

### 9.3.1 Principle

360 Driven constantly strives to use all appropriate technical and organizational measures to process personal data in such a way that they are safe and, above all, cannot be accessed by unauthorized persons. In this respect, 360 Driven expressly points out that when communicating by email, complete data security cannot be ensured. Therefore, 360 Driven recommends using the postal service for the sending of confidential information.

### 9.3.2 Measures

To best protect the user's data against accidental or intentional manipulation, loss, destruction, or access by unauthorized persons, 360 Driven uses appropriate technical and organizational security measures that are continuously optimized in accordance with technical developments.

## 9.4 Analytical Tools

### 9.4.1 Own Analytical Tools

When using 360 Driven user-related information is left on the computer of the user, so-called "cookies", which enable the smooth and particularly efficient operation of the 360 Driven Services. The deletion of cookies is possible after each use - to do this, the user should consult the manual of the access program ("Browser").

When using 360 Driven, details of the session are automatically stored, this includes the websites visited, the length of stay, through which channels our Services were accessed, the name of the accessed website, the file, the date and time of the access, the downloaded files, the notice of a successful request, the Browser used as well as the version, the operating system of the user, the URL that referred the user to our Services, IP address, and the requesting provider. These data are used in particular to analyse, store, and evaluate user behaviour and to continuously improve and develop the service.

#### 9.4.2 Google Analytical Tools

360 Driven uses Google Analytics, Google AdWords / Google Conversion Tracking, Google Remarketing Technology as well as the Google Tag Manager, which are all web analytics services provided by Google Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; hereinafter referred to as "Google").

These analytics services transmit IP addresses and use cookies to help analyse your use of our websites and online services. The cookies have a limited validity (e.g. 30 days at Google Conversion Tracking) and the information generated by the cookie about your use of the websites and online services will be transferred and stored on a Google server in the USA.

The user can prevent the storing of cookies by setting their Browser software. If they decide to do this, they will not be able to use all functions of 360 Driven to their full potential. The data processing in the context of Google Analytics can be stopped any time for the future through the installation of the appropriate Browser plug-in from Google.

#### 9.4.3 Integration of Services and Content of Third Parties

It is possible that within this online offer content from third parties, for obtaining customer ratings, is embedded. It is understood, that the provider of such content (hereinafter referred to as "Third Party") can use the IP address of the user. Without the IP address, it would not be possible for them to send the content to the Browser of each user. The IP address is required for the correct representation of such content. We try to only use such content, when the respective providers use the IP address solely to deliver content. However, we have no control over the Third Party potentially saving the IP address, e.g. for statistical purposes. If we become aware of this, we will notify the user about it.

## 9.5. Credit Card Data

All bookings at 360 Driven can be paid for by credit card. The credit card information is stored during the first booking and is protected from unauthorized access. 360 Driven does not save the information. A certified payment provider with systems which meet the applicable safety standards, such as the PCI-DSS standard (Payment Card Industry Data Security Standard), is used for this. For recurring transactions, the credit card data will be saved with the commissioned PCI-DSS-certified payment provider for a period of up to 13 months after last access date.

## 9.6 Contact, Deletion, Information and Correction/ Authorized Consent

Upon request, the user will receive information about the data stored about themselves free of charge. Furthermore, the user has if applicable the right to delete their personal data, or, if incorrect, to correct it. Personal data which it is necessary to save due to mandatory statutory provisions will be blocked.

If you have questions or requests to do with data protection, you can contact our data-protection representative at [driven@360driven.com](mailto:driven@360driven.com).

## 10. Final Provisions

### 10.1 Entirety, Writing

These Terms are the entire agreement between 360 Driven and the User for the service. Subsidiary agreements do not exist. Changes and additions to this agreement must be in written form, digital form is not sufficient; the same applies to changes or additions to this written-form requirement.

### 10.2 Subject to Change

360 Driven reserves the right to change these Terms. Notification of the change is made as a unilateral declaration by publishing the new Terms on the website of 360 Driven and informing Users of this. If the User does not object to the new Terms within 14 days of the information being published, the new Terms then apply to the User. Continued use of 360 Driven services is then dependent on the acceptance of the Terms by the User.

### 10.3 Offsetting, Retention, and Assignment

The User may only offset against undisputed or legally determined counter claims against 360 Driven. This also applies to the User's notice of defects.

The User may only exercise a right of retention under Section 9.3, Paragraph 1, if their counter claim is derived from the same contractual relationship.

The assignment of the User's claims from the contractual relationship against third parties without the written consent of 360 Driven is excluded.

### 10.4 Choice of Law and Place of Jurisdiction

For all legal relationships between 360 Driven and the User the law of the United Kingdom is applicable to domestic business is effective.

Place of fulfilment is London.

Exclusive place of jurisdiction is London, insofar as the User is a merchant according to the Commercial Code, or, upon suing, has no fixed place of residence i United Kingdom. Legally binding jurisdictions remain unaffected.

### 10.5 Sever-ability

If any provisions of these Terms prove invalid, unenforceable, or contain loopholes, the remaining provisions remain in effect. The parties are obliged to replace the invalid, illegal, or unenforceable provisions with ones that come closest to the meaning and economic purpose and the intent of the parties.

Status: London, March 2016