

TERMS & CONDITION S

Last updated: March 19th, 2020

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING
OUR APPLICATION AND/OR USING THE SERVICES**

Pursuant to these terms and conditions, we provide access to a technology platform that, as part of obtaining ride-hail services, enables users of our mobile ride-hail application (the “App”) to arrange rides with independent Taxi drivers (“Taxi Connect Partner Taxi Drivers”).

When you download the App and each time you (“you” or “your”) access the App or use the services provided thereby (the “Services”) you agree to be bound by the terms and conditions of this Taxi Connect Member Agreement (the “Agreement”), which governs the relationship between you and Posterity Taxi Connect Technologies cc. (“Taxi Connect”, “we”, “us” or “our”).

We may change, amend, supplement or replace all or any part of this Agreement at any time. If we make any such changes, we will notify you by posting a notice through the App and/or our social media platforms. Changes are effective immediately upon posting. A link to the most current terms of this Agreement, showing the date of the last update, is provided under Settings in the App. Your continued use of the App following the posting of any changes to this Agreement will mean you accept all of the updated terms and conditions.

PRIVACY

Please review our policies regarding the collection of and use of your personal information available in our Privacy Policy, which explains how we may collect, use, disclose, transfer or process personal information in connection with your use of the App, including information you voluntarily provide when registering as a member, or through the “Contact” or other customer service features. The Privacy Policy is incorporated into and forms a part of this Agreement.

We will use the information you provide for determining your eligibility for a Taxi Connect membership, providing you an authentication code to access the App and the Services, managing your Taxi Connect membership account, billing, improving the App and the Services, promotional activities and as otherwise described in our Privacy Policy.

TAXI CONNECT SERVICES

Unless otherwise agreed by Taxi Connect in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

Subject to your compliance with this Agreement, Taxi Connect grants you for your own personal and non-commercial use only a limited non-exclusive, non-transferable license to download and install the App on a single mobile device that you own or control and to run such copy of the App.

YOU ACKNOWLEDGE THAT TAXI CONNECT DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY TAXI DRIVERS WHO ARE NOT EMPLOYED BY TAXI CONNECT BUT BY THEIR OWN EMPLOYERS (“OWNER OF VEHICLES”) OR THEMSELVES (“SELF-EMPLOYED”)

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HOW TO BECOME A TAXI CONNECT MEMBER

Registration and Eligibility

You must register with Taxi Connect to be able to use the App and the Services. During the registration process, you will be asked to provide certain personal information (such as your name, date of birth, etc.), contact information. Taxi Connect will provide you with a personal account, accessible by you with a password of your choice.

It is important that you notify us if there are any changes to the information you have provided to Taxi Connect. You agree to maintain complete, accurate and current information in the profile section of your applicable account, which may be accessed through the App.

You must be 18 years of age or older and have maintain the legal capacity and authority to enter into a binding contract to become a Taxi Connect member and to use the App and the Services. We may or may not approve you as a Taxi Connect member in our sole discretion. A rider must be at least 18 years of age to have a Taxi Connect account and request rides. Anyone under 18 must be accompanied by someone 18 years of age or older on any ride.

YOUR USE OF THE APP AND SERVICES

You represent and warrant that the information you provide to Taxi Connect is accurate and complete. Taxi Connect may verify the information you have provided at any time and may refuse the Services or use of the App without providing reasons.

You must immediately notify us if any of the statements listed in this “*Your Use of the App and Services*” section becomes untrue at any time during your Taxi Connect membership.

You may only access the Services using authorized means. It is your responsibility to ensure you download the correct App for your device and for the Services. Taxi Connect is not liable if you do not have a compatible mobile device or if you download the wrong version of the App for your mobile device. The App is currently available for Android operating systems.

By using the App or Service, you further agree that in connection with such access or use of the App or Service:

- You will only download or access the App or Service for your sole, personal use;**
- You will not authorize others to use your account, or assign or otherwise transfer your account to any other person or legal entity;**
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;**

- You will not conduct or promote any activity that is or could be deemed to be (i) unlawful, criminal or fraudulent or (ii) prohibited by this Agreement, including without limitation sending or storing any prohibited material;
- You will not cause nuisance, annoyance or inconvenience, including to generate unsolicited email advertisements or spam, to stalk, harass or harm another individual or entity, to impersonate any person or entity, harvest or otherwise collect information about others, including email addresses, phone numbers, or create a false identity;
- You will not impair the proper operation of the network, the Services or the App;
- You will not try to harm the Services or the App in any way whatsoever;
- You will not copy, distribute or attempt to decompile, reverse engineer, extract the source code or otherwise disassemble the App, design or build a competitive product or service or product using similar ideas, features, functions or graphics of the Service or the App, or copy any ideas, features, functions or graphics of the Services or the App;
- You will keep secure and confidential your account password or any identification we provide you;
- You will provide us with such proof of your identity we may reasonably request;
- You will comply with all applicable laws.

You agree to only access the App and/or your account by using the login credentials created by you and associated with your account. You agree to

take all necessary steps to prevent others from obtaining your login credentials and to immediately notify us of any unauthorized access of your account, or the App. You will be responsible to pay for all associated costs or damages arising from others using your Taxi Connect account, whether through the App or otherwise, with or without your permission or knowledge, occurring before you notify us of such unauthorized use.

TAXI CONNECT RESERVES THE RIGHT TO IMMEDIATELY TERMINATE OR SUSPEND YOUR ACCESS OR USE OF THE SERVICES OR THE APP SHOULD YOU NOT COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT.

INTELLECTUAL PROPERTY AND CONTENT

In this Agreement, the following definitions apply:

“Content” means all content featured or displayed in the App, including logos, icons, trademarks, signs, text, graphics, text, graphics, photographs, images, moving images, video clips, sound, audio clips, illustrations, music, software, opinions, remarks, comments, artwork, links, questions, suggestions, information, compilations or other materials.

“Taxi Connect Content” means Content owned or used by Taxi Connect but excluding User Content.

“User” means a person who accesses or uses the Services or the App.

“User Content” means Content that a User posts, uploads, publishes, submits or transmits to be made available on or through the Services or the App.

“Collective Content” means, collectively, Taxi Connect Content and User Content.

Licenses Granted by Taxi Connect

Subject to your compliance with this Agreement, Taxi Connect grants you for your own personal and non-commercial use only a limited, non-exclusive, non-sublicensable, non-transferable license (a) to access, use, display on your mobile device and view Taxi Connect Content and to download, print, or both, a reasonable number of copies of Taxi Connect Content for personal use only provided that such Taxi Connect Content is not modified and you maintain all copyright and other proprietary notices and (b) to view any User Content to which you are permitted access.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Services, the App or Collective Content, except as expressly permitted in this Agreement. You may not reuse any Collective Content without first obtaining the written consent of Taxi Connect. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Taxi Connect, except for the licenses and rights expressly granted in this Agreement.

Intellectual Property Ownership

All rights, title and interest in the App and Taxi Connect Content, including without limitation any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the App or the Services, is owned or licensed by Posterity Taxi Connect Technologies cc and protected by copyright, trademark or other intellectual property laws.

License Granted by User

Any use by you of User Content is at your own risk. You represent and warrant that you have all right to grant the license to your User Content, any User Content posted or transmitted by you is original to you and does not copy the work of any third-party or otherwise infringe any third-party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements.

Taxi Connect reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which Taxi Connect believes is not in accordance with this Agreement (including materials which infringe or may infringe third-party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to Taxi Connect.

You agree to promptly notify Taxi Connect in writing of any User Content which breaches this Agreement. You agree to provide to Taxi Connect sufficient information to enable Taxi Connect to investigate whether such User Content breaches this Agreement. Taxi Connect agrees to make good

faith efforts to investigate such complaints and shall take such action as Taxi Connect in its sole discretion decides. However, Taxi Connect does not warrant or represent that it will block or remove (in whole or in part) such User Content.

Restrictions

You hereby agree to not do any of the following:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party the Services or the App in any way;
- modify or make derivative works based upon the Services or the App;
- create Internet “links” to the Services or “frame” or “mirror” the App on any other server or wireless or Internet-based device;
- 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 Services or the App;
- send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

- send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; or
- send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, interfere with or disrupt the integrity, security or performance of the Services or the App or the data contained therein, or attempt to gain unauthorized access to the Services or the App or their respective related systems or networks.

Taxi Connect has the right to investigate and prosecute violations of any of the above to the fullest extent of applicable law. Taxi Connect may involve and cooperate with law enforcement authorities in prosecuting Users who violate the terms of this Agreement. Taxi Connect has the right (but not the obligation) to monitor your access to or use of the Services, the App or User Content or to review or edit any User Content for the purpose of operating the App and the Services, to ensure your compliance with the terms of this Agreement, or to comply with applicable laws or the order or requirement of a court, administrative agency or other governmental body. Taxi Connect reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Taxi Connect, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Services or the App.

FEES, CHARGES AND PAYMENTS

Membership Fees

The use of the App is free of charge.

Services Fees

Taxi Connect will charge you for the Services provided to you. You agree that you will pay for all Services you purchase and that Taxi Connect will charge the account wallet provided to you when registering as a member for the Services. You are responsible for the timely payment of all fees.

Through the provided Taxi Connect wallet(which you will be able to top up any time) you will be charged for all the trips you take and if you opt to pay for services in cash, you're to make sure you pay the required fare to the Taxi Connect Partner Taxi Driver.

You understand and agree that you are responsible for checking, managing and updating your Taxi Connect account, billing and payment information.

INDEMNIFICATION

You agree to defend, indemnify and hold Taxi Connect and their respective founders, officers, employees, attorneys, agents and other users, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) due to, arising

out of or in connection with (i) your violation or breach of any terms of this Agreement, (ii) your use or misuse of the App or the Services, or (iii) any User Content posted or transmitted by you, including without limitation, that such post or transmission infringes or misappropriates any intellectual property rights of a third-party.

TERM AND TERMINATION

Either you or Taxi Connect may terminate this relationship with or without cause at any time. This Agreement will continue to apply to all past use of the App or the Services by you, even if you are no longer using them. You may close your user account at any time by following the instructions on our website.

You agree that Taxi Connect may, in its sole discretion, terminate or suspend your access to all or part of the App or the Services with immediate effect and without notice for any reason, including, without limitation, for breach of any term of this Agreement. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating this relationship and such activity may be referred to appropriate law enforcement authorities. Taxi Connect will not be liable to you or any third-party for any claims or damages arising out of your use of the App or the Services.

Should you object to this Agreement or any subsequent modifications to them or become dissatisfied with the App or the Services in any way, you may immediately discontinue your use of them.

GENERAL MATTERS

Notice – Taxi Connect may give notice by means of a general notice through the App, by electronic mail to your email address on record, or by written communication sent by regular mail to your address on record. Taxi Connect does wish to promote a positive experience for you and welcomes your feedback by telephone at +264812876860 or by email at support@taxiconnectna.com

Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the Province of Namibia, and the federal laws of Namibia applicable therein, and each party irrevocably attorns to the courts of Namibia, which jurisdiction shall be the sole and exclusive jurisdiction for any disputes or claims in relation to this Agreement and all matters related hereto.

Severability – Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

Benefit of the Agreement – This Agreement is binding upon and will enure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You may not assign or transfer your rights or obligations under this

Agreement without Taxi Connect's prior written consent, which consent will be at Taxi Connect's sole discretion.