

Terms and Conditions - Passengers

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the PrivateCab app - technology which connects passengers with drivers to help them move around cities more efficiently. In order to use PrivateCab app you must agree to the terms and conditions that are set out below:

1. Definitions

1.1. PrivateCab (also referred to as "we", "our" or "us") – Private Cab Limited (Company Registration Number CS111582020) located at HNO GE-213-9072, Ecomog Road, Haatso, Accra- Ghana a subsidiary to company HiTChe Group of Companies, is the controller of personal data of passengers and has appointed a Data Protection Officer (admin@privatecabonline.com).

HiTChe Group of Companies shall mean (a) group of companies in which Private Cab Limited (a subsidiary) exercises control. Partners shall mean local representatives, affiliates, agents etc. appointed by HiTChe Group of Companies. The list of HiTChe Group of Companies is available at <https://hitchegroup.com/products>.

2. Using the PrivateCab App

2.1. PrivateCab provides an information society service and does not provide transport services. Transport services are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide transport services on an independent basis (either in person or via a company) as economic and professional service providers. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services will be resolved between the passengers and drivers. Data regarding the drivers and their transport service is available in the PrivateCab app and receipts for journeys are sent to the email address listed in passenger's profile.

2.2. When using the PrivateCab app, you can choose whether to pay the driver for the transport service or use PrivateCab in-App Payment. Payments for PrivateCab Business

rides are handled by a separate agreement for Business journeys. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, and airport surcharges or processing fees for split payments.

2.3. During the installation of PrivateCab app, passenger's mobile number is linked to the respective PrivateCab user account and added to our database. If you are no longer using your mobile number, you must notify PrivateCab within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator can might the same mobile number to a next person and when using PrivateCab app, this new person can see your data.

3. Promotional Codes

3.1. PrivateCab may send you promotional codes on a per promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the service and/or a Third Party's service and are subject to any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

3.2. If your trip amount exceeds the redeemable credit allocated to your ride, the balance will be automatically deducted from your account's payment method. Similarly, a promotional code credit only applies on a per ride basis and cannot carry over to a next ride/ trip and therefore will be forfeited. Only one promotional code may be applied per trip.

3.3. PrivateCab reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if PrivateCab deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

4. PrivateCab in-App Payment

4.1. You can pay for the transport services with a card, mobile carrier billing and other payment methods (e.g.: PrivateCab Business), which require prior activation in the PrivateCab app. By providing PrivateCab in-App Payment service, PrivateCab acts as commercial agent for the providers of the transport services. Your obligation to the provider of the transport service will be fulfilled when the payment order is given to transfer funds to PrivateCabs' bank account. You, as a passenger are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

4.2. When making payments by PrivateCab in-App Payment, PrivateCab receives your payments and forwards money to the driver. PrivateCab may ask additional data from you to verify payment method.

4.3. When making payments by PrivateCab in-App Payment for transport services, PrivateCab is not responsible for possible third-party payment costs (e.g., mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the PrivateCab in-App Payment. PrivateCab is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

4.4. PrivateCab will be responsible for the functioning of PrivateCab in-App Payment and provide support in resolving problems. The resolution of disputes related to PrivateCab in-App Payment also takes place through us. For payment support service please contact: support@privatecabonline.com. Inquiries submitted by e-mail or PrivateCab App will receive a response within one business day. PrivateCab will resolve PrivateCab in-App Payment related complaints and applications within two business days.

5. Ordering and Cancelling Transport Services

5.1. If you order a transport service and the driver has agreed to undertake the work then the transport service is considered to be ordered.

5.2. Once a driver confirms that he/she will complete your journey, you will enter into a separate agreement with the driver for the provision of the journey on such terms and conditions as you agree with the driver. PrivateCab does not provide journeys and is not a party to your agreement with the relevant driver.

5.3. Cancelling the use of an ordered transport service is considered to be the situation where the driver has replied to your request and you subsequently reject, cancel or refuse the transport service. When a transport service request is cancelled after certain time period you are required to pay a cancellation fee.

5.4. If you cancel a transport service request on multiple successive instances within 24-hour we may temporarily block your account for warning. After multiple such warnings, we may suspend your account for longer period (e.g., 6 month). After that period, you could ask to reactivate your account and your application will be reviewed by PrivateCab.

5.5. When driver notifies the passenger about the arrival of the vehicle to its destination and passenger or people for whom the transport was ordered do not arrive at the vehicle within certain time period as specified in the PrivateCab app, the request will be deemed cancelled. Sometimes driver may decide to cancel your request, please note that PrivateCab is not responsible for such situations.

5.6. Once the driver arrives and sends you a notification that he/she has arrived the PrivateCab app may begin charging fare on a waiting time basis according to the rates specified in the PrivateCab app.

5.7. If you have requested transport services using the PrivateCab app and cause damage to the driver's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the driver will have the right to require you to pay a penalty of 500 Ghana Cedis and require compensation for any damages exceeding

the penalty. If you do not pay the penalty and/or compensate the damage, PrivateCab may pursue the claims on behalf of the provider of the transport service.

6. License to use PrivateCab App

6.1. As long as you comply with these General Terms and Conditions, we agree to grant you a royalty free, revocable, non-exclusive, and right to access and use the PrivateCab app in accordance with these General Terms and Conditions, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the PrivateCab app. In the event that your right to use PrivateCab app is cancelled, the corresponding non-exclusive license will also be cancelled.

7. Liability

7.1. As the PrivateCab app is an information society service (a means of communication) between passengers and drivers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. As the usage of PrivateCab app for requesting transport services depends on the behaviour of the drivers, PrivateCab does not guarantee that you will always have offers available for the provision of the transport services.

7.2. The PrivateCab app does not offer or broker transport services for passengers. It is also not a transport agency service for finding passengers for transport providers. The PrivateCab app is used as the means for organizing the provision of transport services.

7.3. The consumer's right of refund is not applied to PrivateCab app orders. Requesting a refund from the transport service does not withdraw you from the agreement in the course of which the provision of the transport service was ordered.

7.4. The PrivateCab app is provided on an "as is" and "as available" basis. PrivateCab does not represent, warrant or guarantee that access to PrivateCab app will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee

that the app will function at all times, for example a public emergency may result in a service interruption.

7.5. PrivateCab, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using PrivateCab app or relying on, the journey contracted for through the PrivateCab app, including but not limited to: any direct or indirect property damage or monetary loss; loss of profit; loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business; loss or inaccuracy of data; and any other type of loss or damage.

7.6. The financial liability of PrivateCab in connection with breach of the contract will be limited to 5000 Ghana Cedis. You will have the right to claim for damages only if PrivateCab has deliberately violated the contract. PrivateCab will not be liable for the actions or inactions of the driver and will not be liable for damages that the driver causes to the passengers.

7.7. You agree to fully indemnify and hold PrivateCab, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the PrivateCab app (including the journeys you obtain through your use of the PrivateCab app).

7.8. PrivateCab may immediately end your use of the PrivateCab app if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of PrivateCab or the safety of drivers.

8. Good Practice using the PrivateCab App

8.1. As PrivateCab is not a provider or broker of the transport services, any issues with defects or quality of the transport services will be resolved in accordance with the rules and regulations of the transport service provider or the relevant public authority.

8.2. We ask to fill out a feedback form in the PrivateCab app. This enables us to offer suggestions to the drivers for improving the quality of their service.

8.3. We expect that you use PrivateCab app in good faith and be respectful of the drivers who offer their services through PrivateCab app. PrivateCab retains the right to close your account if you have violated the terms set out in this General Terms and Conditions or if your activities are malicious, i.e., withholding payment for the provision of the transport service, fraud, being disrespectful towards the drivers, etc. In these cases, your PrivateCab app account may be revoked without prior notice.

8.4. PrivateCab will make every effort to ensure that only drivers, who have integrity and are respectful of their profession and passengers, use the PrivateCab app. However, we are in no position to guarantee that every provider of transport service, located by the Private app, satisfies the aforementioned criteria at all times. If you experience objectionable transport service, please notify the company responsible for the service, a supervisory authority or our customer support.

9. Amendments to the General Terms and Conditions

9.1. If any substantial amendments are made to the General Terms and Conditions, then you will be notified by e-mail or PrivateCab app notifications. If you continue using PrivateCab app, you will be deemed to accept the amendments.

10. Final Provisions

10.1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of Republic of Ghana. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved in a court of Ghana.