TERMS OF USE

Last updated: September 14th, 2023

This agreement ("**Terms of Use**"), is made between:

A. you, the person at a venue who is using a Taxi Butler ONE device, Taxi Butler PRO device or any other Taxi Butler device, or a Taxi Butler QR code or Venue Butler QR code with mobile booking website, which is connected with local Transportation Providers, in order to book a taxi ride ("**you**", "**your**"); and

B. Butler Labs BV, doing business as Venue Butler, a company incorporated under the laws of the Netherlands, with address at Keizersgracht 169, 1016 DP Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 86645897 and VAT number NL864034556B01 (either referred to as "**Venue Butler**", "**we**", "**us**" or "**our**").

By using a Device or QR Tool (collectively and separately "**Our Services**") and by using the Transportation Provider Service that is offered through Our Services by Transportation Providers, you agree to the terms and conditions in these Terms of Use, as well as our Privacy Policy, without modification or revision. This also applies if a member of staff at the venue assists you or operates a Device for you as a service: they are acting on your behalf and binding you to these Terms of Use. The venue will inform you that you are entering into an agreement with us to which these Terms of Use and our Privacy Policy apply.

PLEASE READ THESE TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF OUR SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

For venues and their members of staff:

If you operate Devices as a service to your guests, you understand and accept that you are acting on

behalf of your guests in using Our Services. You guarantee that before ordering a taxi, you shall inform your guests that you are booking a taxi on their behalf and that they are bound as a party (identified herein as "you") to the applicable terms and conditions.

This entails that you shall inform the guests that these Terms of Use apply, our Privacy Policy applies and that the Transportation Provider T&C's apply. You will also inform the guests of the applicable Total Costs for the taxi booking and taxi ride as it is presented on the Device.

You, the member of staff of the venue operating a Device, guarantee that you are authorised to represent the venue you work for in accepting these Terms of Use. The venue is bound to these Terms of Use as a user (also identified herein as "you") and indemnifies us against all and any passenger claims in relation to the use of Our Services.

It is important that you understand that we may amend, revise or update these Terms of Use at any time and without prior notice to you. Therefore, you must carefully review these Terms of Use each time you use Our Services. Your continued use of Our Services after changes are posted constitutes your acknowledgement and acceptance of these changes. If these Terms of Use are not acceptable to you, you should not use Our Services.

1 General information

1.1 Our Services allow you to book and in certain cases pay for taxi rides directly with Transportation Providers that are connected to Our Services.

1.2 These Terms of Use constitute the agreement entered into between you and us in respect of your use of Our Services, and these Terms of Use specify the terms and conditions for your access and use of Our Services, as well as set forth your rights and obligations.

Summary of key terms:

a) Our Services are limited to facilitating booking and taking taxi rides directly with Transportation Providers and in certain instances also paying for such taxi rides.

b) Your agreement for booking and taking the actual taxi ride (transportation service) is directly with the Transportation Provider, and the terms and conditions and privacy policy of the Transportation Provider govern your legal relationship with the Transportation Provider. A link to the Transportation Provider T&C's will be presented to you when you choose to make a booking by using our Services. The booking and the taxi ride itself will be governed by those terms.

c) While we take commercially reasonable efforts to present a link to the Transportation Provider T&C's to you when you make a booking through Our Services, it is the sole obligation of the Transportation Provider to inform you of the applicable terms and conditions by having a complete and accurate set of documents available on that link.

d) Depending on which of Our Services you use, we may send you a confirmation of your booking with a link to these Terms of Use, our Privacy Policy and the Transportation Provider T&C's for future reference. You may also browse to www.venuebutler.com and the website of the relevant Transportation Provider to review these documents.

e) To be very clear, we are not responsible for your bookings of taxi rides, as we merely facilitate the booking with the Transportation Provider. Also, we do not provide any transportation services. We take no responsibility for the provision of booking services or transportation services by the Transportation Providers or Drivers with whom you book a taxi ride.

f) We also do not act as a principal for the purposes of any ground transportation service on

your behalf. You are booking directly with the Transportation Provider.

2 Definitions

2.1 The following definitions apply in these Terms of Use:

"**Device**":	Taxi Butler ONE device, Taxi Butler PRO device or any other Taxi Butler device;
"**QR Tool**":	a Venue Butler QR code with mobile booking website;
"**Our Services**":	the Devices, QR Tools and related services with which you can access a Transportation Provider Service and book and take a taxi ride with local Transportation Providers, including the mobile booking tracker website;
"**Terms of Use**":	these terms of use, which form the agreement between you and us that governs your use of Our Services;
"**Transportation Provider**":	an independent third party that provides transportation services or that operates a service enabling you to book taxi rides from Drivers;
"**Driver**":	the driver who is driving you to your destination on the basis of your agreement with the Transportation Provider;
"**Transportation Provider Service**":	the service of a Transportation Provider to book and take a taxi ride which is provided to you through Our Services;
"**Fare**":	the fare, (sur)charges, (government mandated) tolls and taxes for your taxi ride, which you have an obligation to pay to the

	Transportation Provider, excluding the Transportation Provider Booking Fee and excluding any Service Fee;
"**Transportation Provider Booking Fee**":	the booking fee, if any, that the Transportation Provider charges you for booking a taxi ride with the Transportation Provider Service through Our Services;
"**Service Fee**":	the service fee, if any, that is payable by you to us in consideration of the use of Our Services in certain instances or regions;
"**Total Costs**":	the Fare including any Transportation Provider Booking Fee which you have an obligation to pay to the Transportation Provider, and including any Service Fee which you have an obligation to pay to us;
"**Transportation Provider T&C's**":	the terms and conditions of the Transportation Provider that govern the booking and the taxi ride itself, including the Transportation Provider Booking Fee as the case may be and including the privacy policy of the Transportation Provider

2.2 Any reference in these Terms of Use to any gender includes all genders, and words importing the singular include the plural and vice versa.

3 Booking procedure - acceptance of these Terms of Use and the Transportation Provider T&C's

3.1 By using Our Services you agree to be bound by these Terms of Use. Each time you use Our Services, you accept and agree to be bound by the latest version of these Terms of Use, which is displayed on the Device or QR Tool.

3.2 Before making a booking, you must accept these Terms of Use and our Privacy Policy, as well as the Transportation Provider T&C's for that booking. Those Transportation Provider T&C's will govern both the booking and the taxi ride itself. You acknowledge that each Transportation Provider has its own Transportation Provider T&C's and that these may vary from Transportation Provider to Transportation Provider and, therefore, from booking to booking. When you make a booking, you understand and accept that you are entering into an agreement directly with the relevant Transportation Provider with which you have made the relevant booking, and you accept that you will be bound by the applicable Transportation Provider T&C's in respect of the relevant booking and taxi ride.

3.3 Depending on which of Our Services you use, after making a booking with a Transportation Provider, we may send you an SMS text message confirming your booking and with a link to our website where you can find these Terms of Use and our Privacy Policy and a link to the Transportation Provider T&C's. An SMS text message also allows you to manage your booking. In cases where you do not provide your mobile phone number, we are unable to send you the links and you are responsible for copying the links during the use of Our Services for future reference.

3.4 Based on the location of the venue where you are and the information you have provided, the Transportation Provider will send information to the Device or QR Tool on the estimated price and trip duration for you to see. These are estimated prices and times and are not binding. Actual times and prices may vary. You acknowledge and agree that we do not control these estimates and shall have no liability whatsoever related to the estimates and/or any difference between actual and estimated prices and times.

3.5 We are not a party to the agreement between you and the relevant Transportation Provider and/or Driver for the bookings you make, and you agree that we do not provide any guarantees or accept any liability in respect of the bookings and performance of transportation services. We are not the agent for any relevant Transportation Provider or Driver in respect of the services any of them may agree to provide to you through the Transportation Provider Service or otherwise; rather, Our Services facilitate your connecting to Transportation Provider and Drivers in order to make bookings.

3.6 You agree that we do not provide transportation services or act as transporter in respect of any booking or taxi ride and we do not accept any liability for the provision of these. It is the Transportation Provider or Driver who is liable towards you for the provision of transportation services and who acts as transporter.

3.7 Each set of Transportation Provider T&C's provide important information about your agreement with the relevant Transportation Provider or its Drivers. Any modification of a booking must be made in accordance with the relevant Transportation Provider T&C's. Although in certain instances we collect these from you in the name of the Transportation Provider, the amount of the Fare and the Transportation Provider Booking Fee, as well as any reimbursement that may be due, are set by the relevant Transportation Provider and governed by its Transportation Provider T&C's.

3.8 Any and all payments that are made through Our Services are subject to these Terms of Use, unless otherwise expressly provided in these Terms of Use.

4 Changes to Our Services and to these Terms of Use

4.1 The current version of these Terms of Use apply to your use of and access to Our Services and the Transportation Provider Service. If certain elements of services are governed by different rules, you will be provided with those prior to making any booking.

4.2 We may from time to time make changes to Our Services and also Transportation Provider Services may change, including by adding or removing functionality or changing the way in which either of them operate or are presented to you.

4.3 We may modify these Terms of Use to reflect changes to Our Services or the Transportation Provider Service, changes in law or changes in the way we or our industry operates, or for any other reason. By continuing to access and use Our Services and the Transportation Provider Service, you agree to be bound by the latest version of these Terms of Use displayed on the Device or QR Tool. Any change to the Terms of Use will not affect the Total Costs for a taxi ride in respect of a booking made prior to an amendment of these Terms of Use.

4.4 If these Terms of Use are modified between a booking and the start of a taxi ride, the version of these Terms of Use current at the time you made the booking will continue to apply to that booking and in respect of the relevant taxi ride.

5 Prices and payments

5.1 All prices, with the exception of a Service Fee, are payable by you to the Transportation Provider in consideration of the Transportation Provider Service. In case a Service Fee is due, that is payable by you to us in consideration of the provision of Our Services to you.

5.2 The Fare displayed on the Device or QR Tool for a booking, which may be expressed as an estimate, will be inclusive of the (sur)charges, tolls and taxes for your taxi ride as far as they are foreseeable to the Transportation Provider. The information displayed will specify the currency of payment.

5.3 Depending on the offer of the Transportation Provider, the Fare is priced in either of two ways:

- Fixed Price: a fixed price will only change with the addition of ancillary costs, depending on your taxi ride (waiting time, addition of intermediate stages, address changes, (sur)charges, toll roads, etc.) as per the Transportation Provider T&C's; or

- Estimated Price: an estimated price is an estimate of the Transportation Provider of the Fare, subject to external variables such as traffic density, which may modify the final price and which will be based on the vehicle's taximeter. The final metered price will be calculated and charged to you once the taxi ride is complete.

5.4 In either case (fixed price or estimated price), any additional costs you incur in addition to the Total Costs (for example, costs that may be due if you modify a booking) will be charged to you according to the relevant Transportation Provider T&C's, which you have accepted before making the relevant booking.

5.5 After the taxi ride has been completed, the amount corresponding to the Total Costs will be charged to the method of payment that is applicable and you have agreed to.

5.6 Where your payment is not made through Our Services, you will pay the Total Costs to the Driver in the car. The Driver or the Transportation Provider will provide you with a receipt specifying the Total Costs.

5.7 Where your payment to the Transportation Provider is made through Our Services, we will seek payment pre-authorization on your method of payment directly after you have made the booking. Some payment institutions may display this pre-authorization on your account. Funds will not be deducted from the account until the ride has been completed, however there may be a reduction in the amount of funds available to you in the meantime corresponding to the amount pre-authorized. This pre-authorization shall be for the Total Costs and may be increased to cover the contingency of (a) a difference between the estimated price and the final price and (b) additional payments (toll roads, waiting time, etc.). If the final price of the ride is higher than the amount of the pre-authorization, the difference will also be deducted in a separate transaction after the relevant ride. In the event of cancellation, the pre-authorization will be cancelled, and the amounts will be released in accordance with the operating rules of your payment institution.

5.8 Where your payment to the Transportation Provider is made through Our Services, your bank statement may include a reference to one of our trade names to identify the fact that payment was made in relation to Our Services.

5.9 We shall take all reasonable steps to protect your payment data, in case we process these, from unauthorised access by third parties. We use third party payment processing services to facilitate payments through Our Services. Our third party payment processing service provider may retain payment details after the pre-authorisation payment has been made in order to complete the payment process after the taxi ride has been completed.

5.10 You acknowledge that your rights to cancel or withdraw your bookings under EU consumer law are not applicable to passenger transport.

6 Insurance

6.1 We do not take any insurance to cover your use of Our Services or in connection with your taxi ride, nor to insure other passengers, any third parties and/or any belongings. Insurance

policies of the Transportation Provider or the Drivers will be subject to their own terms and may be subject to and described by the relevant Transportation Provider T&C's.

7 Eligibility to use Our Services

7.1 Our Services may be used only by persons who can form legally binding agreements. You represent that you have the right, authority and capacity to agree to these Terms of Use and to the Transportation Provider T&C's.

7.2 You must be eighteen (18) years of age or older to use Our Services. Use by those that do not fit this requirement is in violation of these Terms of Use. By using Our Services, you represent and warrant that you are a natural person and 18 years of age or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

7.3 You must ensure that all the information you provide when making a booking is complete and accurate. This includes providing your actual mobile phone number on the Devices and QR Tools where this is mandatory in order for us to be able to send you an SMS text message confirming your booking and with a link to our website where you can find these Terms of Use, our Privacy Policy and the Transportation Provider T&C's. You shall be liable for any additional charges borne by us as a result of incomplete or inaccurate information you have provided.

8 Acceptable use obligations

8.1 You agree that you must and shall:

- use Our Services in a manner that is compliant with all applicable laws and these Terms of Use;
- read and abide by the relevant Transportation Provider T&C's;
- not use robots, search applications or other manual or automatic tools to extract, index, 'data mine' or reproduce or circumvent in any other manner the structure and presentation of Our Services or its content;

- not use Our Services in a manner that could damage, deactivate, overload, affect, interfere with or compromise our IT systems, the servers, security or networks connected to Our Services, or interfere with other users' use of Our Services;

- not transmit or download content which is defamatory, offensive, false, misleading, inaccurate or otherwise challengeable, in relation to the use of Our Services;

- not post, distribute or reproduce in any manner whatsoever, content that is protected by copyright, trademark rights or business secrecy; and

- not 'frame' or create a mirror site of Our Services, use meta-tags, code or other devices which contain references to Our Services, with the aim of redirecting visitors to another site for any purpose whatsoever.

8.2 You, the venue, agree that you shall not sell, rent or otherwise provide Devices for use to third parties.

8.3 We reserve the right to immediately suspend your use of Our Services for any violation of the foregoing restrictions, and to immediately terminate your use entirely for any repeated violations or for any serious or egregious actions you take on Our Services.

9 Disclaimer of warranties

9.1 WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL MEET YOUR

REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE WILL BE CORRECTED, OR (F) OUR SERVICES, THE TRANSPORTATION PROVIDER SERVICE OR THE SERVER(S) THAT MAKE THESE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9.2 OUR SERVICES AND THE TRANSPORTATION PROVIDER SERVICE ARE PROVIDED TO YOU STRICTLY ON AN "AS-IS" AND "AS-AVAILABLE".

9.3 ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED BY THIRD PARTIES THROUGH THE USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE.

9.5 YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND FOR WHICH YOU AGREE TO HOLD US AND OUR AFFILIATES HARMLESS.

9.6 YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF OUR SERVICES AND OR THE TRANSPORTATION PROVIDER SERVICE. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE IS TO STOP USING OUR SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

10 Internet and telecommunications

10.1 YOU AGREE THAT, WHEN YOU RECEIVE AN SMS TEXT MESSAGE OR PHONE CALL, YOU MAY INCUR A CHARGE FROM THE COMPANY THAT PROVIDES YOU WITH TELECOMMUNICATIONS, WIRELESS AND/OR INTERNET SERVICES, AND YOU AGREE THAT WE HAVE NO LIABILITY FOR SUCH CHARGES OR LIABLE TO YOU FOR ANY SUCH CALLS, TEXTS, OR EMAILS.

10.2 YOU ARE RESPONSIBLE FOR ALL COSTS INCURRED BY YOU WITH RESPECT TO USING OUR SERVICES OR THE TRANSPORTATION PROVIDER SERVICE ON A MOBILE DEVICE, INCLUDING DATA USAGE FEES AND OTHER TELECOMMUNICATIONS FEES.

10.3 OUR SERVICES AND / OR THE TRANSPORTATION PROVIDER SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS THAT ARE INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11 Limitation of liability

11.1 We are not a party to the agreement between you and the Transportation Provider or Driver. We have no control over whether a Driver will arrive in time or at all after you have made a booking with a Transportation Provider through the use of Our Services. We are also not liable for the supply of any transportation service or for any act or omission of a Transportation Provider or a Driver. We have no control over the way in which a Transportation Provider or Driver supplies or undertakes a taxi ride or the level of service provided.

11.2 You accept that our responsibility and liability is limited to our status as the operator of a platform enabling its users to book transportation services from independent providers of transportation services. We do not provide and we have no control over how a transportation service is provided by any Transportation Provider or Driver. We are not an agent for any Transportation Provider or Driver in respect of their provision of transportation services and we do not operate as a taxi, limousine or chauffeur company.

11.3 We cannot be held liable for anything:

- if you have not complied with your obligations under these Terms of Use or you are in breach of your legal obligations;
- in the event of an unforeseeable action or omission by a third party beyond our control that has prevented us from performing any of our obligations; or
- in the event of circumstances outside our control.

11.4 IN THE EVENT THAT WE DO HAVE ANY LIABILITY TO YOU AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT:

- WE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF TURNOVER, LOSS OF PROFIT, LOSS OF DATA, REPUTATIONAL DAMAGE, INTERRUPTION OF BUSINESS OR DAMAGE CLAIMS OF THIRD PARTIES, AMONG WHICH EXPENSES INCURRED IN RELATION TO HAVING A TRANSIT CONNECTION, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE;
- OUR LIABILITY UNDER THESE TERMS OF USE OR OTHERWISE TO YOU SHALL NEVER EXCEED €50 (FIFTY EUROS), WITH THE EXPRESS PROVISION THAT THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS MAXIMUM; AND
- WE SHALL NOT BE LIABLE TO YOU IN THE EVENT OF: (A) ANY FAILURE OF YOUR MOBILE DEVICE (INCLUDING IF IT LOSES POWER OR CONNECTIVITY FOR ANY REASON) OR (B) FAILURE OR DISRUPTION OF TELECOMMUNICATIONS NETWORKS (SUCH AS THE INTERNET, TELECOMMUNICATION SERVICES AND THE LIKE).

11.5 THE CONTENT OR OTHER MATERIALS PUBLISHED ON OUR SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

11.6 THE TRANSPORTATION PROVIDERS PROVIDING THE TRANSPORTATION PROVIDER SERVICE THROUGH OUR SERVICES AND THE TRANSPORTATION PROVIDERS AND DRIVERS PROVIDING TRANSPORTATION SERVICES TO YOU ARE INDEPENDENT THIRD PARTY BUSINESSES AND ARE NOT OUR AGENTS. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE WHATSOEVER OF ANY SUCH TRANSPORTATION PROVIDERS OR DRIVERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM THEIR SERVICES TO YOU.

11.7 From time to time, access to Our Services or the Transportation Provider Service may be suspended without prior notice. You agree that we have no liability and shall otherwise not be responsible in the event of any delay, cancellation, overbooking, misquoted rates, strike, riots, floods, acts of God, security breach, false transmissions, pranks, hoaxes, technological failure or any other cause beyond our control, and further that we shall not have any responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

11.8 The limitations of liability in this clause apply irrespective of the legal nature and legal basis of the liability claim or form of the action, be it a claim for damages on the basis of breach of agreement, a claim for damages on the basis of unlawful act or omission, a claim on the basis of an obligation to make performances undone after dissolution of an agreement, or otherwise.

11.9 You agree that any claim you may have arising out of or related to Our Services or your relationship with us must be filed within one year after the claim arose; otherwise, your claim is permanently barred.

11.10 The limitations of liability in this clause do not apply in the case of intent or deliberate recklessness on our part.

11.11 Nothing in these Terms of Use excludes any liability which may not be excluded under applicable mandatory law. Nothing in these Terms of Use affects your mandatory statutory rights as a consumer.

12 Intellectual property rights

12.1 All right, title, interest and/or licence in and to all the intellectual property rights in and to Our Services are and shall remain owned by us and/ or our licensors. These rights include the rights relating to any databases, copyrights, patents, industrial designs as well as trademark rights (and, in particular, the trademarks displayed on Our Services).

12.2 You agree that Our Services and each of its components, including all intellectual property rights associated with it, are our exclusive property and/or that of our licensors. Any full or partial reproduction or representation of Our Services or any of its components, without our content or that of our licensors, is prohibited.

12.3 Except as strictly necessary to use Our Services, other than with the prior, written approval of us or our licensors, you shall not use, reproduce, adapt, modify, create derivative works of, distribute, grant a licence to, sell, transfer, present publicly, transmit, disseminate or operate in any other manner, Our Services or any of its components.

12.4 All the other trademarks, logos, service marks, corporate names or product names appearing on Our Services shall remain the intellectual property of their respective owners, such as the Transportation Providers.

13 Confidentiality

13.1 You agree not to use the technical, financial or strategic information, or other trade secrets or confidential information about or in connection with Our Services, the Transportation Provider Service and our activities, operations or properties ("**Confidential Information**") which we may have disclosed to you through your use of Our Services or as part of the Transportation Provider Service.

13.2 You may not disclose our Confidential Information to any third party and you must preserve the confidentiality of, and avoid the disclosure or use of, Confidential Information, including preventing any of it falling into the public domain.

14 Customer services - claims or complaints

14.1 Requests for information, clarification, complaints, lost items or payment issues (including refunds and chargebacks) that relate to a booking can be communicated to the Transportation Provider. We can help you contact the Transportation Provider if you send us an email on the address below.

14.2 You may also send us any complaints or claims with regard to Our Services. Our involvement with any complaint, claim or request that relates to a booking does not imply that we have any liability for it and shall not be construed as admission of liability. We shall transfer any complaint, claim or request you make to us in relation to a booking or the provision of a taxi ride to the relevant Transportation Provider.

14.3 We will use commercially reasonable efforts to give you necessary information to improve your experience using Our Services. We also welcome your feedback and comments about your use of Our Services and the Transportation Provider Service.

14.4 Please contact us directly via email for any customer claims, complaints, feedback or support information: support@venuebutler.com.

15 Termination

15.1 We may terminate these Terms of Use and your use of Our Services or the Transportation Provider Service if:

- we believe that your actions may cause financial loss or legal liability for us or our other users; or

- we suspect that you have engaged in fraudulent activity in connection with Our Services or the Transportation Provider Service.

15.2 We may in our sole discretion suspend you from or prohibit your use of Our Services or the Transportation Provider Service for any reason.

15.3 We reserve the right, but are not obligated, to investigate and terminate these Terms of Use and your use of Our Services or the Transportation Provider Service if:

- you have misused Our Services or the Transportation Provider Service;
- you have behaved in a way which could be regarded as inappropriate;
- your conduct is unlawful or illegal; or
- you have breached any terms of these Terms of Use.

15.4 We have no obligation to provide any compensation to you for any costs incurred for the use of Our Services or the Transportation Provider Service if these Terms of Use are terminated on the basis of this clause.

16 Personal data

16.1 We process your personal data in compliance with applicable laws.

16.2 We process your personal data as is necessary for the performance of Our Services to you and for compliance with our legal obligations. We do not sell your personal data to anyone. We do provide your personal data to the Transportation Provider you are booking a taxi with, in order for it to perform its agreement with you to book and provide the taxi ride. The Transportation Provider and we are each independent controllers of the personal data that we process of you in order to provide our independent services to you.

16.3 Please refer to our Privacy Policy, which is incorporated by reference in these Terms of Use, for more information (https://venuebutler.com/terms). By using Our Services, you acknowledge to have been informed of our Privacy Policy.

16.4 Please also refer to the Transportation Provider T&C's, which include the privacy policy of the Transportation Provider, for information on the processing of your personal data by the Transportation Provider. To be clear, we are not liable for the processing of your personal

data by the Transportation Provider as an independent controller. By booking a taxi, you acknowledge to have been informed of the privacy policy of the Transportation Provider.

17 Links to other websites

17.1 Our Services may contain hyperlinks to websites operated by third parties. We do not control such websites and we are not responsible for their content or for any breach of contract or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay or injury to you. We are not responsible for the accuracy of opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on Our Services does not imply or constitute approval or endorsement of the linked website by us.

17.2 If you decide to leave Our Services to access third party websites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of websites operated by third parties will apply to you while browsing on such websites. We are not responsible for information provided by you to third parties. Accordingly, we strongly recommend that you review the privacy policy and operating procedure of such websites.

18 Governing law and competent court - international

18.1 If you are a resident of any country other than the United States of America, the legal relationship between you and us is exclusively governed by the laws of the Netherlands, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction. Any dispute between us and you will be exclusively submitted to the competent court in Amsterdam, the Netherlands.

18.2 However, nothing in these Terms of Use affects your rights as a consumer and resident of your particular country to rely on mandatory provisions of local law.

18.3 If you are a consumer resident in the European Union and wish to have more information on online dispute resolution, you should follow this link to the website of the European Commission: http://ec.europa.eu/consumers/odr/. This link is provided as required by

Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

19 Governing law and competent court - United States of America

19.1 If you are a resident of the United States of America, the following applies:

Governing law

19.2 The legal relationship between you and us is exclusively governed by the laws of the State of New York, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction.

Agreement to arbitrate and class action waiver

19.3 Except for disputes brought in small claims court, any dispute arising out of or relating to these Terms of Use, Our Services, or any relationship between the parties, or any of their parents, subsidiaries, affiliates, successors, officers, directors, or employees, heirs and permissible assigns, without limitation, no matter how described, pleaded or styled, will be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act.

19.4 The arbitration will be conducted by a single, neutral arbitrator chosen by the parties, who shall be a retired judge or a lawyer with at least ten years of active practice in technology law. The arbitration shall be conducted under the Consumer-Related Disputes Supplementary Procedures and expedited procedures of the American Arbitration Association ("AAA"). You understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at **www.adr.org**. The arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration. The arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties. The parties agree that the arbitrator, and not a court, will have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities

fees will be paid by us. Each party will pay for its own attorneys' fees and costs. Any dispute or claim will be brought solely in that party's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, their representatives, and the AAA. The parties agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial for any dispute to which this agreement applies and any dispute will be commenced and maintained exclusively in the state or federal courts in New York and the parties each consent to the personal jurisdiction of the courts. This provision survives the termination of these Terms of Use. Notwithstanding anything herein to the contrary, you retain the right to pursue any claim in a small claims court and proceed on an individual basis for any such claim that is within the court's jurisdiction.

19.5 BY ACCEPTING THESE TERMS OF USE YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

20 Miscellaneous

20.1 These Terms of Use (and any other terms and conditions referenced herein) constitutes the entire and only agreement between you and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Our Services, the Transportation Provider Service or any products or services provided by or through Our Services, and the subject matter of these Terms of Use.

20.2 Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with law enforcement requests or requirements relating to your use of Our Services or information provided to or gathered by us with respect to such use.

20.3 The clauses of these Terms of Use shall survive termination to the fullest extent necessary to govern the legal relationship between you and us in relation to your use of Our Services at any time.

20.4 Should a provision of these Terms of Use become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

20.5 Failure on our part to insist on performance of your obligations or to exercise any rights does not constitute a waiver of our rights.

20.6 Each of the clauses of these Terms of Use also apply on behalf of our directors, officers, employees, agents, contractors, successors and assigns, as well as our subsidiaries, parent and sister companies and other companies that are part of our group, as well as the (legal) persons or entities, auxiliary persons, and subordinates that we engage in performing Our Services.

20.7 The legal relationship between you and us and your rights and obligations under these Terms of Use cannot be transferred without our prior written consent. This provision has effect under property law. We may, however, assign the legal relationship between you and us in connection with a merger, reorganisation, acquisition or other transfer of all or substantially all of our assets or voting securities, and we may also assign these Terms of Use to any of our affiliates.

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