

Terms of use for passengers

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These are the terms that govern the use of Venue Butler's taxi booking services ("**Services**"). Our Services allow you to easily order a taxi from one of our partners at the venue where you are located. By using the Services, you agree to be bound by these Terms of Use for Passengers ("**Terms**"). As used herein, "**you**" and "**your**" means you as a user of the Services and "**Venue Butler**", "**we**" or "**our**" means Butler Labs B.V. and its related, affiliated, or subsidiary companies doing business as Venue Butler.

PLEASE READ THE 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 THE TERMS, YOUR USE OF THE SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

PRIVACY POLICY

Please review our [Privacy Policy](#) to understand how we collect, use, and share your information when you use the Services. Our Privacy Policy is incorporated by reference in these Terms. By using the Services, you are also consenting to the Privacy Policy.

CHANGES TO TERMS

You agree that Venue Butler may, at its sole discretion, modify the Terms at any time without notice by adding new terms or amending existing terms. Such modifications will be effective as of the date that the updated Terms are posted on the Services ("**Effective Date**"). By registering for, accessing, or using the Services after the Effective Date you agree to the modifications and to the Terms as modified. If you do not accept the modifications, your sole remedy is to cease all use of the Services.

ELIGIBILITY

You must be eighteen (18) years of age or older to use the Services within the United States. Use by those that do not fit these requirements is in violation of these Terms. By using the 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.

USE OF THE SERVICES

Our Services are directed at the person who is ordering the taxi, so that is you, the passenger. You may only use our Services if you accept the applicable service fee, these Terms and our Privacy Policy. Any assistance by personnel of the venues is on your behalf and for your account. The venues are obliged to inform you that you are entering into an agreement with us to which the service fee, these Terms and our Privacy Policy apply. With our PRO devices and QR-code, this information is available on the screen of the device itself

and the mobile booking website respectively. We also make it easy for you to refer to this information for future reference.

You may use the Services only according to the Terms. You may not use the Services, or any information provided by the Services, for any commercial purpose. Your use of the Services is not transferable to any other person or entity.

SERVICE FEE

The service fee that is applicable to our service differs per service area and is explicitly communicated to you on the device for the PRO device and on the mobile booking page for the QR-code. Payment of the service fee is made to the driver after your ride, together with the fare, (sur)charges, tolls and taxes of your trip. Receipts are provided to you by the taxi driver or its service provider, which specify the fare, (sur)charges, tolls and taxes of your trip, including the service fee.

BOOKING SERVICE

After you agree to the applicable service fee, these Terms and our Privacy Policy on our device or mobile booking website after scanning our QR-code, you can click through to our booking service. Depending on the options available at your location, you can use the service to fill in your desired destination, type of taxi, payment type, desired pick up time and any message to the driver. We send this information, together with your name, email and phone number to our local partners in order to request a taxi driver to come and pick you up.

ESTIMATED FARES AND ARRIVAL TIMES

Based on the location of the venue where you are and the information you have provided, our partners will send information to our device or mobile booking website on the estimated trip fare and trip duration for you to see. These are estimated times and fares and are not binding. Actual times and fares may vary. You acknowledge and agree that Venue Butler does not control these estimates and shall have no liability whatsoever related to the estimates and/or any difference between actual and estimated rates and times.

COMMUNICATIONS AND NOTIFICATIONS

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, and affiliates, our partners and/or drivers, at any telephone number, or physical or electronic address you provide. You further agree that, when you receive a telephone call, text message, or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that we will have no liability for such charges or liable to you for any such calls, texts, or emails. You further consent to the recording and monitoring, for quality assurance and collection purposes, of any call that you place to us (or our agents, representative, and affiliates) or that we (or our agents, representative, and affiliates) place to you.

MOBILE DEVICE USAGE

Use of our Services may be made available through a browser on a mobile device or through an application running on a mobile device. You are responsible for all costs incurred

by you with respect to using our Services on a mobile device, including data usage fees and other telecommunications fees.

AVAILABILITY

Venue Butler will make reasonable efforts to keep the Services operational. However, certain technical difficulties, routine maintenance/upgrades and other events outside the control of Venue Butler may, from time to time, result in temporary interruptions to the Services. In addition, Venue Butler reserves the right at any time and from time to time to modify or discontinue (on a temporary or permanent basis) certain functions of the Services or all the Services without notice.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (collectively, “**Submissions**”), provided by you to Venue Butler are not confidential and shall become the sole property of Venue Butler. Venue Butler shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby assign to Venue Butler all ownership and rights in any Submissions.

DISCLAIMER OF WARRANTY

VENUE BUTLER DOES NOT PROMISE THAT THE SERVICES OR ANY CONTENT, DOCUMENT OR FEATURE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE MATERIAL IN THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THE SERVICES AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE. VENUE BUTLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENUE BUTLER DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES. YOUR SOLE REMEDY AGAINST VENUE BUTLER FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES

LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, VENUE BUTLER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS OF EACH, SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE

SERVICES, EVEN IF VENUE BUTLER IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENUE BUTLER'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID VENUE BUTLER IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

You acknowledge and agree that we act as an intermediary in order to allow you to order a taxi with one of our partners. We merely forward your request to our partners in order for them to send a taxi driver to your location. Please note this means that we do not provide transportation services to you, nor can we accept any obligation to have a taxi arrive at the venue where you are waiting within an acceptable time after ordering. We facilitate the connection, but cannot control the level of service of our partners and the taxi drivers. Our Services may be used by you to request and schedule transportation services with third party providers, but you agree that we have no responsibility or liability to you related to such transportation services provided to you or not provided to you. You agree that we are not liable for any damages, liability or losses arising out of (i) your use of or reliance on our Services or your inability to access or use the Services, or (ii) any transaction or relationship between you and any third party provider, even if we have been advised of the possibility of such damages. We shall not be liable for delay or failure in performance resulting from causes beyond our reasonable control.

The limitations and disclaimers in these terms do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law. Where the limitations and disclaimers in these terms are not accepted under applicable law, our liability shall be limited to the extent permitted by the applicable law.

GOVERNING LAW; VENUE AND JURISDICTION

By visiting or using the Services, you agree that 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, will govern these Terms.

AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

Except for disputes brought in small claims court, any dispute arising out of or relating to the Terms, the 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. 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"). I 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 Venue Butler. 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 the Terms. 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.

BY ACCEPTING THE TERMS 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.

TIME LIMITATION ON CLAIMS

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

ACCESS RESTRICTION AND TERMINATION

Access and use of the Services, is expressly conditioned on your compliance with all relevant laws, regulations, contract obligations, and the Terms. Venue Butler may restrict, suspend, or terminate your access to all or any part of the Services at any time and for any reason in its sole and complete discretion. Venue Butler reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to Services. If Venue Butler terminates your account, you will not create another account without our permission.

These Terms will apply until your account has been terminated. Any provision in the Terms that by its nature should survive the termination of your license to access the Services or any termination of the Terms (including, without limitation, provisions governing arbitration, limitations on liability, and disclaimers of warranty) will continue to remain in full force and effect after any termination.

LEGAL NOTICES

These Terms may not be transferred or assigned by you without Venue Butler's prior written consent. Venue Butler may assign or transfer the Terms to its affiliates or concerning a

merger, sale, reorganization, or other change of control. Venue Butler's affiliates, contractors, and service providers may exercise Venue Butler's rights or fulfill its obligations under the Terms. Waivers must be in writing and no waivers will be implied. If any provision of this Terms is held by an arbitrator or court of competent jurisdiction to be unenforceable for any reason, the remaining provisions will remain unaffected and in full force and effect. The Terms are the final, complete and exclusive agreement between you and us relating the Services and supersede all prior or contemporaneous understandings and agreements relating to this subject matter, whether oral or written. Headings are for convenience only and the term "including" (and similar terms) will be construed without limitation. Our Services use the Google Maps API. By agreeing to these terms, you also agree to be bound by the [Google Maps/Google Earth Additional Terms of Service](#).

Privacy policy

Last Updated March 9th, 2023.

Welcome to the Privacy Policy (the "**Policy**") of Venue Butler. This Policy describes how we process personal information when you use our website and/or our taxi booking devices (collectively the "**Services**"). By using the Services, you represent that you understand and agree to this Policy, and consent to the collection, use, and sharing of information as described in this Policy. If you do not consent to our practices, you can choose not to use the Site or the Services.

Privacy Policy Changes. We reserve the right to modify this Policy at any time without notice. All changes are effective immediately upon posting. Your continued use of the Services after changes are posted constitutes your acknowledgement and acceptance of these changes. For reference, the effective date of this policy is posted at the top of this page. Therefore, it is important that you periodically check this page for changes made to this policy.

INFORMATION WE COLLECT

Information You Provide

Venue Butler collects information about you when you interact with our Services including information that you voluntarily provide when you use the Services, complete an online form, complete a customer survey, provide feedback via email, request support, refer a friend, or otherwise interact with the Services. Information that we collect may depend on how you use the Services. A description of the types of information we may collect is described in detail below.

- **Personal Identifiers** such as name, email, and telephone number.
- **Usage Data**, such as information about how you use our Services, including referring/exit pages, and clickstream data.
- **Marketing and Communications Information** such as marketing campaign data, click-throughs, your preferences and consent to receiving marketing from us and third parties, your communication preferences, email, phone calls, and text communications.

- **Employment Information** such as information about job titles and play of employment.

Information We Collect When You Use the Services

Automated technologies or interactions. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, time zone setting and location, language preferences, device type and ID, date/time stamp, location data, and other technical information from the devices you use to access our Services.

Cookies and Tracking Technologies. We and our service providers use cookies, pixels, and other tracking technology to recognize your browser or device and to capture and remember certain information about your activities on our Services.

- *Cookies.* A cookie is a small text file that is saved on your web browser when you visit a website. You can view and delete existing cookies through your browser. If you do not want to store cookies on your computer, you can set your browser to refuse cookies or to alert you when cookies are being sent. However, some parts of the Services may not function properly if you choose not to accept cookies.
- *Analytics.* We use third party cookies provided by Google Analytics and Hotjar to assist us in better understanding our website visitors. These cookies collect IP address and usage data, such as the length of time a user spends on a page, the pages a user visits, and the websites a user visits before and after visiting our website. In addition to reporting usage statistics, Google Analytics can also be used to help show more relevant ads on Google properties (like Google Search) and across the web. For more information on Google Analytics, visit Google's [Privacy](#) and [Terms](#) and for Hotjar, visit its [Privacy Policy](#).

USE OF YOUR INFORMATION

Our primary purpose for collecting your information is to provide you with the services you request. We may also use your information for the following purposes:

- Provide you with our products and services and to operate our business.
- Verify your identity and account information in connection with products or services you request.
- Resolve disputes.
- Problem troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting data.
- Enforce our Terms for use of our services and the terms of this Policy.
- Customize, measure and improve our services and content.
- For our own internal business purposes
- Protect our interests, including establishing, exercising and defending legal rights and claims.
- As necessary to comply with legal requirements, to prevent fraud, to co-operate with law enforcement and regulatory authorities, and to stop other prohibited, illegal, or harmful activities.

- For purposes disclosed at the time you provide/we request your information or as otherwise set forth in this Policy.

INFORMATION WE SHARE

Taxi Service Partners

When you request a taxi using one of our devices or a QR-code, we share the personal information you enter into the device or mobile booking site with one of our taxi service partners so they can provide you with transportation services. Once this information is disclosed, it may be subject to that partner's privacy policies and practices.

Service Providers

We may use third-party service providers to perform certain business services and may disclose your information to such service providers as needed for them to perform these business services. Service providers are only allowed to use, disclose, or retain this information to provide these services. Business services provided include, but are not limited to, hosting services, software as a service, document management services, communications services such as email services, software and website development services, analytics services, call center services, and marketing services. The Services also use the Google Maps API. For more information on how Google Maps collects and uses personal information, visit Google's [Privacy](#) and the [Google Maps/Google Earth Additional Terms of Service](#).

Internal Third Parties

We may share your information with our affiliated entities, successors, predecessors, assigns, licensees, or business partners, and others who may use the information for the purposes described above.

Business Transactions

We may do business with third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your information in the same way as set out in this Policy.

Legal Process

Subject to applicable law, we may disclose information about you i) if we are required to do so by law, regulation or legal process, such as a subpoena; ii) in response to requests by government entities, such as law enforcement authorities; iii) when we believe disclosure is necessary or appropriate to prevent physical, financial, or other harm, injury, or loss; or iv) in connection with an investigation of suspected or actual unlawful activity.

COMMUNICATIONS AND OPT-OUT

While we value our communications with you, if you do not want Venue Butler or its representatives to contact you for marketing purposes, you may opt-out of this preference at

any time by following the unsubscribe instructions included in the email. This opt-out will not apply to operational or informational emails related to your account or other administrative purposes. You may continue to receive promotional email messages for a short period while we process your request.

CHILDREN

The Services are intended for adult use only and are not directed towards children, minors, or anyone under the age of 18. If you are under the age of 18, you are not authorized to provide us with any personally identifying information.

USE OF THE SERVICES

By accessing and using the Services, you acknowledge and agree that we control and operate the Services from our offices in the United States of America and that the Services are intended for use by users located in the United States of America. Unless expressly stated to the contrary, we make no representation that the Services are appropriate or will be available for use in other locations.

NOTICE TO CALIFORNIA RESIDENTS

Your California Privacy Rights. California Civil Code Section 1798.83 permits California residents who have provided personally identifiable information to us or our third-party advertisers and marketing partners, if any, to request certain information regarding our disclosure of personally identifiable information to third parties for their own direct marketing purposes. Requests should be submitted via email to hello@venuebutler.com and should include CALIFORNIA PRIVACY RIGHTS in the subject line. Please be aware that not all information sharing is covered by the requirements of Section 1798.83 and only information on covered sharing will be included in our response. This request may be made no more than once per calendar year.

Do Not Track. Our Services do not accept or process Do Not Track signals or similar mechanisms. Other Third-Party Websites may keep track of your browsing activities when they provide you with content, which enables them to customize what they present to you on their websites.

CONTACT INFORMATION

If you have any questions about this Policy, please contact us at hello@venuebutler.com