



## **Terms and Conditions**

By using our online services, you agree to be bound by these terms, which shall take effect immediately on your first use of one of our online services. If you do not agree to be bound by all of the following terms, please do not access, use and/or contribute to any of our online services.

### **1. Accessing Our Site**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our acceptable use policy below. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### **2. Bookings**

When you enter the details of the Trip, Uxur Taxi will endeavor to provide you via the Website with Quotes from one or more Private Hire Operators that are able to fulfil your requirement. The Quotes are the current special "one off" offers available from Private Hire Operators, which are only available at the time of making Your Booking.

- It is your responsibility to ensure that Your Details are correct. When you make a Booking, this constitutes an offer, which Uxur Taxi may or may not accept. Your Booking is not confirmed until you see the confirmation screen on the Website.
- Uxur Taxi reserves the right to correct typographical errors in any elements of the information that appears on the Website including pricing mistakes. If, once you are informed of such error, you wish to withdraw your offer and do not wish to proceed with the purchase, you shall be free to do so and any monies already paid by you will be refunded in full.
- For bookings that are to be pre-paid by Card, Uxur Taxi is entitled to collect all monies due for the booked Trip from you acting entirely in its own right, and settle all Card Costs of the booked Trip, in advance of making the payment.

### **3. Payment**



- If booking with the "Pay by Card" option, you agree to pay the Fare at the time you make Your Booking. If booking with the "Pay by Cash" option, you agree to pay the Fare to the Uxur's Driver.
- Once you have confirmed Your Booking on the payment screen, it cannot be cancelled or changed.
- If paying by Card, in the event that Your Card issuer for whatever reason refuses Your Card payment, Uxur Taxi will not be able to fulfill Your Booking.
- Uxur Taxi will provide you with a receipt for Payment by email to the email address you registered with the booking. This will include a link to retrieve a VAT receipt for Uxur Taxi's fees.
- Payment will not cover any extra requirements you request, such as child seats. If you do not indicate any additional luggage when booking, resulting in a larger size vehicle being required, then the Cab Driver may charge you extra, which you must pay them directly for if you wish to give a tip to the Cab driver, you should do so directly at your own discretion.
- For the avoidance of doubt, all Quotes provided by Uxur Taxi are inclusive of VAT, where applicable, A at the standard rate.

#### **4. Behavior**

Cab driver reserves the right within its reasonable discretion to terminate the Trip, if you or your party's conduct or behavior is disruptive in any way and/or affects your safety or that of the driver of the vehicle. Neither Uxur Taxi nor cab driver accept liability for any extra costs incurred by you/or your party because of the cab driver doing so.

- Passengers are not permitted to take alcoholic drinks onto the vehicles for consuming them during the Trip.
- Cab driver further reserves the right to refuse carriage to any person who is thought to be under the influence of alcohol or drugs.

#### **5. Modification of these Terms.**

We reserve the right to change these terms and conditions of these Terms of Use at any time. You should check this page regularly. The changes will appear on the Sites and will be effective when we post the changes. Your continued use of the Sites means you agree to and accept the changes. If a Site contains additional terms and conditions then those terms and conditions shall apply to your use of such Site, in addition to these terms and conditions, provided, that, in the event of a conflict with these terms and conditions, the conflicting terms and conditions of such Site shall apply only to your use of that Site and only to the extent of the conflict.

#### **6. Collecting your information**



By using our online services, you agree to provide any relevant information, documents and attachments, through electronic means, in the format and to the standards described for each transaction. You also agree and understand that the information collected will be retained in electronic form.

## **7. Right to suspend, alter, or cancel service**

The 'Uxur Taxi' shall be entitled at any time without prior notice or any liability to you, to cancel or suspend any or all our online services and/or to substitute alternative services, which may or may not be interactive or transactional in nature.

## **8. Prohibited uses.**

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

### **Additionally, you agree not to:**

- Use the Site in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- You agree not to "scrape" or disaggregate data from the Site (whether by manual or automated means), for any commercial, marketing, or data compiling or enhancing purpose. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.



- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- If User leaves a review or comment, we have the right to delete or change the review. Also, we have the right to remove products and replace it or delete it.

## **9. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL OR INCONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT 'UXUR TAXI' ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOU ARE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS. THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

## **10. Intellectual Property**

'Uxur Taxi' will protect the licensed innovation rights regarding our Website, incorporating copyright in the Content (counting copyright in content, representation, logos, symbols, pictures, sound clasps, computerized downloads, information, and programming).



Except as set out underneath, you may not duplicate, alter, distribute, transmit exchange or offer, repeat, and make subordinate works from, disperse, perform, show, or in any capacity misuse any of the Content, in entire or to some extent. You may not utilize our name or logos or trademarks or some other Content on any site of yours or that of whatever other individual. Subject to alternate terms of this understanding, you might download or duplicate Content just for your very own utilization, gave that you keep up all copyright and different notification contained in it. You may not store electronically any noteworthy part of any Content.

## **11. Notices**

Any notice provided for or concerning these terms shall be in writing and shall be deemed sufficiently given when sent by emailing us at [info@uxurtaxi.com](mailto:info@uxurtaxi.com)

## **12. Termination policy**

A User's access to the Website will be terminated if, under appropriate conditions, the User is determined to infringe repeatedly.

- The Website reserves the right to decide whether Content or if a User's Submission is appropriate and complies with these Terms and Conditions in regards to violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length.
- Website may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

## **13. Non-Waiver**

The failure or delay of 'Uxur Taxi' to exercise or enforce any right in these terms does not waive their right to enforce that right

## **14. No Disclosure.**

'Uxur Taxi' agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person. 'Uxur Taxi' and Client agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

## **15. Mandatory Arbitration**

Any dispute regarding the services shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators



shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the USA Arbitration Association then in force and effect.

#### **16. Validity**

Each of the provisions of these terms and conditions is severable and distinct from the others, and if at any time one or more of such provisions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

#### **17. Force Majeure.**

Except for the payment of fees to 'Uxur Taxi', neither of the parties to these Terms of Service shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

#### **18. Severability**

If any term or procurement of this understanding is whenever held by any ward to be void, invalid or unenforceable, then it might be dealt with as changed or diminished, just to the degree negligibly important to bring it inside of the laws of that purview and to keep it from being void and it should be tying in that changed or lessened structure. Subject to that, every procurement should be deciphered as severable and might not at all influence some other of these terms. The rights and commitments of the gatherings set out in this assertion should go to any allowed successor in title.

#### **19. Governing law and jurisdiction**

These terms and conditions shall be governed by, and construed in accordance with USA laws and any dispute arising from, or related to these terms and conditions, and their related services, shall be subject to the exclusive jurisdiction of the courts of USA.