

## FOR TAXI PASSENGERS

This Terms of Use presents the “General Conditions” applicable to the use of application software for mobile phone (app) offered by NET informatika d.o.o. The user certifies that he agrees to all terms set forth NET informatika d.o.o. to access and request services. If you do not agree with the terms and conditions of use of the system and the privacy policy of NET informatika d.o.o. or not willing to be associated to it, do not install the app, delete it and do not make any use of it.

### 1. TERMS:

(I) “Passenger (s)” means any User who signs up and registers as passengers in the app;

(Ii) “Services” means the passenger transport services through taxi provided by the Taxi drivers to the Passengers.

(Iii) “User”: Taxi Drivers and Passengers.

### 2. WHAT IS THE APP

a) The EKSTRA CAB app is smart phone application for passengers that can be downloaded and installed free of charge. It offers fast way of ordering a taxi. Through the system, EKSTRA CAB allows, totally free of charge, the PASSENGERS to sign up and order a taxi ride. System automatically finds a suitable taxi and displays the information about the arrival time and taxi’s route.

### 3. REGISTRATION AND USE OF THE SYSTEM

a) When registering, the User agrees to provide accurate information, complete and updated as requested on the form filled, being NET informatika d.o.o. not obliged to supervise or control the accuracy of the information.

b) Only those individuals who have full legal capacity are allowed to participate in the project. People who do not enjoy this capability, among them under aged, should be assisted by their legal representative.

d) NET informatika d.o.o. is not liable for any damage resulting from the disclosure of the password to third parties. You shall be solely responsible for this.

e) You may not transfer in any way, the user’s registration to a third party.

### 4. LIMITATION OF LIABILITY

– Relationship Driver Passenger:

a) NET informatika d.o.o. does not provide transportation services by taxi, serving only as an intermediary in order to optimize the scheduling service for the taxi. Thus, by accepting the provision of services by the TAXI DRIVER, the PASSENGER acknowledges that the NET informatika d.o.o. has no direct association with the TAXI DRIVER, it just facilitates contact between driver and passenger. The user acknowledges and agrees that NET informatika d.o.o. is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfilment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, do so at his total means and exclusive risk.

– From availability and inconsistency in the system:

b) NET informatika d.o.o. does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.

c) You agree that NET informatika d.o.o. is also not responsible for any damages or losses caused to your smart phone as a result of using the spp.

d) NET informatika d.o.o. is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

– Compensation for damages:

e) User agrees to indemnify and hold harmless the NET informatika d.o.o. and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys’ fees and court costs for the damage they cause.

## 5. OBLIGATIONS, LIABILITIES AND RISKS OF PASSENGERS

a) The PASSENGER certifies that he uses the service for their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the app.

– The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by DRIVER, who can accept or deny the service when receiving a notification for a ride. PASSENGER may cancel the contract for any reason. Both recognize that NET informatika d.o.o. is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between passenger and driver, nor for any delay or failure in the delivery of services from the DRIVER.

– The information and risks of the service:

c) The PASSENGER acknowledges and declares that understands and is aware of all the risks involved in the use of the app and contracting services.

d) By accepting the Services, the PASSENGER acknowledges that NET informatika d.o.o. has no involvement in the contractual relationship between driver and passenger.

## 6. PRIVACY POLICY

### 6.1. ACCESS TO DATA

a) In this Privacy Policy, “Data” refers to data about an individual who can be identified from that data and other information to which NET informatika d.o.o. has or is likely to have access. The app can:

- access to approximate location (network-based)
- access to precise location (GPS and network-based)
- read phone status and identity
- read the contents of your USB storage
- modify or delete the contents of your USB storage
- view network connections
- access to full network
- control vibration
- prevent device from sleeping
- read Google service configuration

### 6.2. PURPOSES FOR COLLECTION, USE

a) Data that is collected from you is used and/or disclosed for the following purposes, which include but are not limited to:

- Processing of taxi bookings
- Handling feedback and enquiries

b) NET informatika d.o.o. will retain your Data for as long as it is necessary to fulfill the business purposes for which it is collected, or as required by the relevant law.

### 6.3. WITHDRAWAL OF CONSENT, ACCESS AND CORRECTION OF YOUR DATA

You may request access or make corrections to your data held by us, by writing to: [info@net-informatika.com](mailto:info@net-informatika.com).

You can also write to this email for any questions or feedback relating our Privacy Policy.

## 7. SANCTIONS

a) The NET informatika d.o.o. may notify, suspend or terminate, temporarily or permanently, the account of any user at any time, and take legal actions if: (i) violates any of the representations, warranties and obligations contained in these Terms of Use any policies or rules and adjacent to it, (ii) deceptive or fraudulent practices, or (iii) NET informatika d.o.o. concludes, in its sole discretion, that the activities and

attitudes have caused or may cause harm to others or the NET informatika d.o.o. in its own. The user shall not be entitled to any indemnity or compensation for the cancellation or suspension of your account on the system.

#### 8. LICENSE

a) NET informatika d.o.o. grants to the User a limited, personal, nonexclusive, nontransferable, non-commercial and fully revocable license to use the app on his mobile, in conformance and agreement of the terms contained in this Agreement.

b) NET informatika d.o.o. is not liable for any damage suffered by the User who has copied, transferred, distributed or used any app protected content, violating the rights of others.

#### 9. GENERAL CONDITIONS

a) This Term of Use does not generate any partnership agreement, in office, franchise or employment relationship between the user and the NET informatika d.o.o..

b) This Term of Use may be changed by NET informatika d.o.o. anytime. The changes will come into force automatically on the date of the publication of the new version on the app.

c) These Terms of Use shall be governed by and interpreted in accordance with the laws of each country and any disputes arising from this disclaimer which cannot be resolved by the parties, shall be submitted to the jurisdiction of the each determined city.

d) By registering as a passenger in the system and electronically accepting this Term, by clicking the “I accept the terms of use”, the User declares automatically and unconditionally to comply with these Terms and all other policies and rules available in the system.

#### 10. USE OF THE SERVICE

Only registered users may use EKSTRA CAB to book taxis. By registering to use the service, you agree to:

a) Provide truthful and up to date information during the registration process, and shall only use the service in good faith, without breaking any laws in the country where the taxi is requested.

b) Never abuse the service by requesting a taxi without the intention of using it. If a problem arises during the use of the service, users shall, in good faith, attempt to solve the problem with the help of the taxi driver and NET informatika’s customer service.

c) Never use the service in a way that causes damage to NET informatika d.o.o. or one of its partners.

#### 11. LIMITS OF LIABILITY

Users accept that NET informatika d.o.o. acts solely as a scheduling/matching service between its users and taxi drivers, and that it is not responsible for any issues that arise during the taxi ride, such as accidents, delays, or car discomfort.

#### 12. INTELLECTUAL PROPERTY

Use of the service does not transmit any intellectual property rights between EKSTRA CAB and its users. Users agree not to steal and/or publish, without NET informatika’s explicit consent, any material, screens or artwork presented by the application during the use of the service.

#### 13. TERMINATION

NET informatika d.o.o. reserves the right to block any user on its platform should it suspect said user is attempting to abuse the platform or mislead taxi drivers, NET informatika d.o.o. employees, partners or other users through the platform. These actions include, but are not limited to: requesting taxis without the intention to board them, not paying for the service, and constantly cancelling requests before the taxi arrives.