

## **Terms and conditions**

These Terms, as they may be amended from time to time, apply to your use of the Blue App. By accessing, browsing and using the Blue App, you acknowledge and agree that you have read, understood and agree to the Terms below, which will also include the Privacy Policy. We will notify you by email or through a notification in the Blue App if we make a material change to these Terms. You will be deemed to have accepted such change if you continue to use the Blue App.

### **1. DEFINITIONS**

"Account" means the account that each user must create and use in order to use the Blue Application to access the Blue Technology Services.

"Booking" means a booking made by a passenger for Blue Technology services through any of our booking channels.

"Driver" means a driver who has completed driver registration and is accepted by us to participate as a driver. This definition shall extend to any licensed fleet operator whose employees or authorized personnel may lawfully provide transportation services through the use of the Account.

"Drop Off" means the passenger(s) arrival location indicated to us when requesting a journey.

"Blue" means Blue Technology SRL, a limited liability company, registered in Romania (Company Registration Number J40/7608/2023, whose registered office is located in Bucharest, Daniel Danielopolu 30-32, ONE Herastrau Office, Romania. Throughout these Terms, any reference to the terms "we" or "our" shall be a reference to Blue.

"Blue Services" means the services that Blue provides, including the provision, use and maintenance of the Blue App, the platform, the payment method (our payment method system is currently provided by Adyen), customer support, driver-passenger communication and other similar services.

"Blue Application" means the mobile or web application for Drivers and Passengers to request, receive and provide transportation services. This includes both the passenger app and the driver app. Reference to the Blue App shall also include the use of any other booking channel provided by Blue, which shall include but not be limited to: bookings at our office, bookings by phone, email and other communication or social media .

"Discount" means a discount trip which will be capped at a maximum value set by Blue in its sole discretion. Any excess will be paid by the user.

"Operators" refers to drivers in possession of an operator's license issued by the Romanian Road Authority (ARR).

"Pick-up" means the address declared by the user at the time of making the reservation as the address from which the vehicle will pick up the passenger(s).

"Passenger(s), "you" or "your" means the customer using or booking a transport service through our application or any other channel.

"Payment" means the fee a User is liable to pay to the Driver for the provision of the Transport Services, which shall include VAT, if applicable and/or any other applicable tax due and payment for the Blue Services as determined by us.

"Payment Method" means bank cards, carrier billing and other payment methods used by the Passenger to pay for the Blue Transportation Service.

"Platform" means the technology that connects passengers with drivers to help them travel between locations of their choice.

"Prospect" means a customer who has not yet used the Blue Services.

"Terms" means these terms and conditions.

"Transportation Services" means transportation services for passengers, chauffeured services and passenger transportation services performed by drivers.

"Ride" means a transportation service provided by a driver that takes a passenger(s) from a pick-up point to a drop-off point.

"User(s)" means anyone who downloads the Blue App.

"Vehicle" means a vehicle used to perform transport services.

"Waiting Time Charge" means a charge for the excessive time spent by the Driver (over 5 minutes) waiting for the Passenger to board the Vehicle at the Pickup Point.

### **3. WHO ARE WE?**

We are an intermediary booking service platform through which transport services can be booked by passengers from drivers. We have an office established in Bucharest, Romania, where all booking data will be kept. We provide the service of connecting passengers with drivers to travel between locations of their choice.

### **4. SCOPE OF OUR SERVICE**

Through our Blue app, we provide an online platform through which drivers can contact passengers to offer their transportation services and through which users of the Blue app can receive such transportation services. We act exclusively as a common channel between you and the driver, passing the relevant details to the relevant driver, and we send you a notice for and on behalf of the relevant driver(s).

You agree that your ability to obtain transportation services using the Blue App does not establish us as your transportation provider.

Subject to compliance with these terms, we grant you a limited, non-exclusive, revocable and non-transferable right to access and use the Blue App on your personal device only in accordance with these terms, the privacy policy, the mobile app and the app store terms. You may not transfer or assign this right to use the Blue App.

## **5. RELATIONSHIP WITH DRIVERS**

We have separate terms and conditions that govern our relationship with drivers. In turn, each driver may provide its own terms and conditions for the carriage of passengers that govern the carriage service provided. You should note that the transportation service provided by the drivers is provided in their independent capacity as operators. It will be the responsibility of this operator to provide you with a tax receipt. Blue will provide you with a statement at the end of the trip.

By using the Blue app, you enter into a legally binding direct contractual relationship with the driver for the provision of transportation services. Any problems or disputes that may arise in connection with the transportation service provided by the Drivers are to be resolved by the Passengers and the Drivers. We will provide you with relevant driver data in our Blue app.

Complaints or complaints regarding the transportation service must be handled by the driver. We are not responsible for, and disclaim any liability with respect to, such complaints, claims and liabilities.

## **6. USE OF THE SERVICE**

To use the Blue Services, you must register and maintain an active account. You must be at least 18 years of age to obtain an account. We require you to provide us with certain personal information such as your name, address, mobile phone number, age and at least one valid payment method accepted by us. This information must be kept accurate, complete and up-to-date in your account. If you do not do this, you may not be able to access or use the Blue Services.

Unless we allow you to, you can have only one account.

You agree to comply with all applicable laws when accessing or using the Blue Services and may access or use the Blue Services only for lawful purposes.

We may contact you by email, text message or other type of notification at any of the telephone numbers or other contact methods provided by you or on your behalf in connection with a Blue Account.

## **7. PAYMENT**

You will be charged for using the Blue service. Charges will include VAT where applicable.

Payment is made either by payment to the driver (in cash) or by our payment method system. If you choose to pay by the latter means, the fees and payment will be activated by us using the preferred payment method that you would have chosen in your account. Our payment method system is currently powered by Adyen.

If for any reason we are unable to make payment via your preferred payment method, we will use a secondary payment method indicated on your account, if any. Fees paid by you are final and non-refundable unless otherwise decided by us. By providing a payment

method service, we collect payment on behalf of drivers. Your obligation to the driver will be fulfilled when the payment order is given to transfer funds to our bank account and is completed. You, as the passenger, are responsible for ensuring that payment takes place and that sufficient funds are available. When you make payments through the in-app payment service, we receive your payments and send money to the driver. In this regard, you may be asked for additional information to verify the payment method.

You should note that when you use our payment method system, there may be third party payment costs. We are not responsible for and disclaim any liability for such costs. In addition, your payment method may be subject to additional terms and conditions imposed by the applicable third-party payment service provider.

Our responsibility is limited to the operation of the payment method system and we offer support in solving problems. Dispute resolution related to the in-app payment service also takes place through us. We will endeavor to respond to inquiries submitted by email or through the Blue app within a reasonable time.

## **8. ORDER AND CANCELLATION OF A CARRIAGE SERVICE**

An order for a shipping service is completed when an order is placed and the driver has agreed to carry out that order, after which you will enter into a separate agreement with the driver for the provision of transport services on such terms and conditions as may be agreed with the driver.

At the booking stage, the passenger will be informed of the price of the journey according to the type of vehicle, route, pick-up location and destination which will include any pickups or intermediate pickups. Subject to waiting time charges, this price will remain unchanged provided the passenger does not change the booking. Different fees may apply in different areas. Obtaining consent from the passenger will be required for such a change.

We reserve the right to charge the passenger a surcharge for all journeys made during the festive season or on any date we consider to be particularly busy.

No-show bookings - in account: "No Show" trips - are bookings where the driver arrives at the pick-up location but finds that the passenger is not there to be picked up. As the service has been provided on our end, with the driver and vehicle hired to make the booking and arriving for pick up, the journey will still be charged. With the mandatory requirement to provide a contact number for a booking, and the customer receiving booking confirmation with the option to cancel the trip at any time, we cannot accept the waiver of travel charges in the event of a no-show.

Group bookings: unless we are informed in advance, the standard price applies.

If you cancel the use of an ordered transport service, i.e. if the driver has accepted your request and you subsequently decline, cancel or decline the transport service, then that request is considered canceled and you will be required to pay a penalty fee as specified in the Blue application . The penalty differs depending on the time period in which you cancel the transport service.

When the driver notifies you about the arrival of the vehicle at the destination and the passenger does not reach the vehicle within a certain time specified in the Blue application, the request will also be considered canceled and the consequences described here will apply similarly.

You should note that sometimes the relevant driver may decide to cancel your request. You agree that we are not responsible for such situations and will not assume any liability in connection therewith.

We reserve the right, at our discretion, to block your account either temporarily or permanently if you cancel a transportation service frequently or in successive instances. Passengers will receive a full refund if the cancellation occurs prior to the driver's departure. It remains at our discretion whether to issue a refund or not.

## **9. LIABILITY, DISCLAIMER AND INDEMNIFICATION**

Subject to the limitations set forth in these terms and to the extent permitted by law, we will only be liable for direct damages incurred, paid or incurred by you as a result of your breach of our obligations with respect to the Blue Services.

However, and to the fullest extent permitted by law, neither we nor our operators, directors, employees, representatives, subsidiaries, agents or others involved in creating, sponsoring, promoting or making available the Blue App and its content shall be liable for

(i) any loss or consequential damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy related to supplier information of transportation services as available in our application, (iii) the transportation service provided or offered by the driver, (iv) any direct, indirect or consequential damages, losses or costs suffered, incurred or paid by you as a result of, from or in connection with the use, inability to use or delay of our application or (v) any personal injury, death, property damage or other direct, indirect or consequential damages, losses or costs suffered, incurred or paid by you. , for any reason attributable to the carrier or us, except in the case of gross negligence or willful misconduct.

We are not responsible for and disclaim any responsibility for the use, availability, validity, quality, suitability and proper disclosure of the transportation service and make no representations, warranties or conditions of any kind in this regard, whether implied, statutory or otherwise, including any implied warranties of merchantability, title or fitness for a particular purpose.

You acknowledge and agree that the Driver is solely responsible and assumes all responsibility and liability with respect to the Transportation Service, including any warranties and representations made by a driver.

The Blue App is provided on an "as is" and "as available" basis. We do not represent or warrant that access to the Application will be uninterrupted or error-free. In the event of any errors in the Software, we will endeavor to correct them within a reasonable time. However, the operation of the Blue App may be restricted due to occasional technical errors and we cannot guarantee that it will always function.

You agree to indemnify us, our representatives, employees and owners from all liability for any losses, including damages, costs and expenses of any nature whatsoever that you incur as a result of your use of the Blue App, including travel you obtain through using our app.

We reserve the right to immediately terminate your use of the Blue App if you violate these terms or if we believe it is necessary to protect our integrity or the safety of our drivers. This does not impact any other remedy we may have at law or under these terms.

## **10. GOOD PASSENGER PRACTICE**

You must address any matter that arises regarding defects or the quality of the transportation services to the driver or the relevant public authority. You can give us different opinions through the Blue app.

We expect you to use the Blue app in good faith and to act in a respectful manner towards drivers. If you violate these terms or act in bad faith, we reserve the right to terminate your

account without prior notice. This does not impact any other remedy or right we have under this law.

We will do our best to ensure that drivers are respectful to passengers and provide a professional transportation service. We encourage drivers to follow a code of conduct, however we cannot guarantee this for every driver available through the Blue app.

#### **11. OUR OBLIGATIONS AS A BOOKING PLATFORM**

You consent to us collecting, processing and storing your booking data as required by law. This includes your first and last name, pick-up point, date and time, email address, destination, geo-location and phone number and any other information necessary to perform the service. All information is stored and processed in accordance with our privacy policy.

You agree that we will share such information if ARR Romania or any other relevant authority requests us to do so.

We will always make available to the passenger during a journey and by providing the transport service the name and other contact details of the driver providing the service.

You hereby agree to our privacy policy and indemnify Blue for any claims made for the handling of a passenger's personal data when booked by a user. When a user makes a reservation on behalf of a passenger, Blue will assume consent to the processing and storage of this passenger's data for which the user will always remain responsible to him.

#### **12. FINAL PROVISIONS**

The Terms shall be governed by and construed in all respects in accordance with the laws of Romania. Any dispute regarding the interpretation or application of the terms will be subject to the exclusive jurisdiction of the Romanian courts.

The invalidity of one of the provisions or their paragraphs of these terms will not affect the applicability of the other provisions or other paragraphs. In such a situation, the invalid provisions or their paragraphs are replaced by new provisions or paragraphs, whose content, scope and objective correspond, as far as possible, to the old, legally void provisions.