

DRIVER TERMS (Including App Licence)

PLEASE READ CAREFULLY BEFORE DOWNLOADING THIS APP

We, Shield Executive Limited (company number 04748994) of The Charter Building, Charter Place, Uxbridge, UB8 1JG, United Kingdom (**Shield, us, our or we**) are the owners or licensors of the App.

These terms, and all documents incorporated or referred to herein, (together **Terms**) set out the conditions upon which you (**Driver or you**) agree to take bookings for the provision of transportation services (via our **App or otherwise**).

In addition to these Terms, you may also be subject to any rules or policies applied by any appstore provider or operator (**Appstore**) from whose site you accessed or downloaded the App (**Appstore Rules**).

- BY DOWNLOADING THE APP OR CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU LEGALLY.
- IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT ENTITLED TO USE THE APP AND YOU MUST STOP THE DOWNLOADING PROCESS IMMEDIATELY.

1. APPLICATION

1.1 These Terms apply to:

- (a) your use of our App, including any updates or supplements to the App. Please note: If any open-source software is included in the App, the terms of an open-source licence may override some of these Terms;
- (b) your provision of transportation services through the use of the App (Transportation Services).

1.2 We may change these Terms at any time. We will do so by sending you an SMS with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

1.3 From time to time we may issue updates to the App. Depending on the update, you may not be able to use the App until you have downloaded the latest version and accepted any new terms.

1.4 The terms of our Privacy Policy ..

<https://secure.toolkitfiles.co.uk/clients/35141/sitedata/files/PrivacyPolicy.pdf>

from time to time are incorporated into and form part of these Terms by reference. By using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.5 Any words following the terms 'including', 'include', 'in particular' or 'for example' or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. ACCOUNT REGISTRATION

2.1 You must open an account in order to use the App. All account applications are subject to acceptance by us in our absolute discretion. You may use the App only when we confirm the acceptance of your account application by issuing confirmation of the same by email or by text message to the mobile number provided in your account application.

2.2 You hereby represent and warrant that:

2.1 you are authorised and/or legally entitled to enter into an agreement with us and that in doing so you will not breach any law or any obligation to any third party;

2.2 you are at least 18 years of age and all information provided to us and/or any information provided in your account application, is true, accurate, complete and not misleading in any material respect;

2.3 your application is made by you and not on behalf of anyone else (including any company, partnership or other organisation); and

2.4 you are fit, healthy and well and that you are not affected by any condition, medical or otherwise, which may affect, compromise or diminish your ability to provide Transportation Services.

2.5 Depending upon the information provided in your account application, we may request additional information or specify certain conditions to be met before accepting your account application. Those conditions may include the provision of further or updated records, validating documents, confirmation of vehicle condition or compliance, completion of applicable training and/or ownership of a suitable mobile device. Further consideration of your application will be conditional upon you meeting the said requirements.

2.6 You may use the App only when we confirm acceptance of your account application, at which point we will also confirm your username and login details for use in connection with your account.

2.7 You undertake to keep all account information, including username(s) and passwords(s), (**Account Details**) secure and strictly confidential and will employ reasonable security processes in your use of the App. You will be liable for all activities and/or transactions carried out using your Account Details, whether authorised by you or not, including any related charges or expenses. Your account is for your use only and you will not authorise or permit anyone else to use your account and you may not transfer or assign it to anyone else. You agree to notify us immediately if you become aware of any unauthorised use of your account and you undertake to keep your Account Details, including your profile and payments, updated at all times. You agree that we are not responsible for any errors or failures in payment arising from incorrect payment or bank details provided by you.

3. GRANT AND SCOPE OF LICENCE

3.1 Upon our acceptance of your account application, and in consideration of your compliance with these Terms, we shall grant you a personal, non-transferable, non-sub licensable, non-exclusive licence to use the App only for receiving instructions on a pre-agreed booking.

(the **Licensed Use**)

3.2 The Licensed Use extends only to you and no one else. You may download a copy of the App onto a mobile telephone, tablet or other handheld device and view, use and display the App on that device only for your personal purposes in connection with the said Licensed Use.

3.3 By using the App, you consent to us collecting and using technical information about the devices you use and related software, hardware and peripherals that are internet-based or wireless to improve our products and to provide any services to you.

3.4 In order for the App to function properly, we will need to make use of location data available from your device(s). You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use the App, you consent to us and our affiliates', agents' and licensees' transmission, collection, retention, maintenance, processing and use of your location data to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off location services settings but if you do it may affect the functionality of the App.

3.5 The App may contain links to other independent third-party websites. Third-party sites are not under our control and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.

3.6 Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;

- (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part, in any form, to any person without prior written consent from us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.

4. RESTRICTIONS

You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Licensed Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any service, platform or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and/or
- (e) not collect or harvest any information or data from our systems, platforms or services or attempt to decipher any transmissions to or from the servers running any service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use it in accordance with the terms of the Licensed Use.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. CONTRACTS AND RELATIONSHIPS

6.1 You hereby acknowledge and agree that:

- (a) the App merely provides you with the facility to view and consider Booking Requests;
- (b) you are under no obligation to accept any Booking Request and that you may accept, reject or ignore them at your absolute discretion;

(c) when you accept a Booking Request, you understand the created contract is held between Shield and the passenger.

6.2 You agree that the relationship between you and Shield is not an employment agreement and that it does not give rise to any obligations, liabilities, or other implications which may arise in an employee-employer relationship. You also agree that no joint venture or partnership exists between you and Shield. You may not act as an employee, agent or representative of Shield and you accept that you have no authority to make any representations on our behalf or to bind us to any contract. You undertake, now and in future, not to make or raise any claim or allegation against Shield contrary to the provisions of this clause 6.2.

6.3 If due to the implication of laws or otherwise, you are deemed to be an employee of Shield, you hereby agree to indemnify, defend and hold Shield and its directors, officers and employees harmless from and against any claims by any person, entity, regulator or governmental authority based on such implied employment relationship.

7. TRANSPORTATION SERVICES

7.1 In your provision of Transportation Services, you undertake to:

- (a) act at all times honestly and in the best interests of Passengers and those travelling in your vehicle;
- (b) cooperate with Passengers and comply with their reasonable requests and instructions;
- (c) perform the Transportation Services with the best care, skill and diligence in accordance with best practice in the transportation industry;
- (d) comply with all laws, regulations, by-laws and other codes of conduct, including any road traffic, safety and other requirements relating to transportation at all times;
- (e) hold and maintain at all times all applicable licences, permits, registrations and certifications, including (without limitation) valid driver's licence;
- (f) hold and maintain at all times suitable fully comprehensive insurance, including insurances applicable to the carrying of fare-paying passengers; and
- (g) comply with all regulatory or other requirements in relation to property lost by passengers and any guidelines or requirements in that respect we may provide.

7.2 Notwithstanding the requirements set out in clause 7.1 above, you undertake (i) unless otherwise agreed with the Passenger, to take the most cost-effective route for the journey, (ii) not to make any unauthorised stops, and (iii) not to have anyone or anything in the vehicle other than the Passenger and anyone or anything authorised by the Passenger.

7.3 You will be responsible for the provision and maintenance of all equipment, materials, tools and resources required to provide the Transportation Services at your own expense, which shall include but not be limited to the provision of a fully compliant, safe and roadworthy vehicle or vehicles, tablet, mobile phone or other suitable device and accompanying mobile data plan. You will also be responsible for costs associated with your provision of the Transportation Services including fuel, mobile data plan costs, vehicle repair, upkeep and wear and tear and insurance.

7.4 Only you may provide the Transportation Services. You warrant and undertake to ensure that no one but you will provide the Transportation Services and that you will not authorise, permit, allow, encourage or enable anyone else to do so.

8. FARES, COMMISSION AND PAYMENT

8.1 A fare is chargeable for each journey undertaken by you (fare). The fare will be calculated and determined by Shield, based on the characteristics of the journey, including important factors such as commercial contracts, distance, time, location, passenger needs and other characteristics, plus any applicable fare additions incurred by the driver or offered by the client. Fare additions are an intermediate step, post "arrival" and before "completion" and entered by the driver. Typically, fare additions are: (i) waiting (calculated from booked pick up time to passenger on board, according to pick up location.) (ii) airport pick up / drop off, (iii) parking, (iv) tolls, (v) tips, (vi) soiling charge. To add fare additions, select the appropriate category slider and key in the amount. the final fare adjusts automatically. When satisfied, hit "complete" and the final fare will be updated.. It is your responsibility to adjust the fare to accurately reflect all costs incurred, as Shield cannot retrospectively retrieve uncharged costs.. Any corrections must be submitted within 24 hours from completion of the journey and sent to bookings@shieldexecutive.com. Shield shall consider any requests for correction in good faith but shall be under no obligation to amend the fare or reimburse you. You agree to promptly provide to shield any receipts, dockets or other applicable documents or certificates which relate to any expenses or costs you incur in connection with each journey including, without limitation, any relating to toll charges, parking charges, waiting charges or any similar or analogous charges. The Fare may be subject to adjustment if: (i) you breach any of these Terms or the terms of the Contract, (ii) we receive a complaint, or (iii) we become aware of any other breach or violation by you or by anyone acting on your behalf.

8.2 The Fare is payable by the Passenger upon your completion of the applicable Transportation Services in accordance with agreed payment terms. Shield will act as your agent only for the receipt of Fare payments.

8.3 Shield will account to you monthly in arrears for Fares received by Shield on your behalf for Transportation Services provided by you to Customers, net of commission payable to Shield and net of any applicable charges. Unless otherwise agreed by Shield in writing, commission will be charged in accordance with Shield's standard commission charges in force from time to time. Typically, Shield charge commission ranging from 10% to 30% of final fare according to service level booked, marketing activity, incentives or other factors employed to promote the Company. Payment will be made on the 7th day of each month or the nearest working day following that date. Shield will also send a monthly statement to your nominated e-mail address. For the avoidance of doubt, Shield is obliged to account to you only in respect of monies actually received, net of commission and any applicable charges, and Shield has no liability in respect of any failed, cancelled or incomplete payments.

8.4 It is your responsibility to (i) verify the identity of your Passenger, (ii) ensure that the Transportation Services are provided to that Passenger, (iii) check that anyone in your vehicle is travelling with the consent of that Passenger. In the event that you fail in any of those respects, Shield shall have the right to reimburse the Fare and you shall have no entitlement to the same. In

addition, Shield shall be entitled to levy a charge of up to 10% of the relevant Fare in consideration of the costs of administration associated with any failed or incorrect payment.

- 8.5 You agree to promptly notify Shield of any circumstances which may affect Shield's ability to collect and distribute Fares on your behalf.
- 8.6 You shall be responsible for payment of all and any taxes associated with Fare payments received by you from Shield, including (where applicable) all value added tax (VAT), income tax and national insurance. Shield will be responsible for the payment of all such taxes associated with commission received by Shield pursuant to these Terms. You agree to indemnify and hold Shield harmless from and against any claims made against Shield relating to taxation owing in connection with Fare payments received by you hereunder.

9. LIMITATION OF LIABILITY

- 9.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.
- 9.2 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.
- 9.3 Subject to clause 9.2, to the maximum extent permissible under applicable law, Shield hereby excludes liability for (i) any special, indirect, punitive or consequential damages of any nature, or (ii) any loss of profits, business, anticipated savings, goodwill, or loss of or damage to data or software arising out of contract, tort, strict liability, breach of warranties or otherwise, in each case whether direct or indirect.
- 9.4 Subject to clauses 9.2 and 9.3 above, our total aggregate liability to you, whether in contract, tort (including negligence) or otherwise, for all losses, costs, damages, claims and/or expenses arising under or in connection with these Terms, including (without limitation) any relating to the App or any related services, shall not at any time exceed the commission paid or payable to Shield in connection with Fares generated by you in the 6 months prior to the incident(s) giving rise to the claim(s).

10. CONFIDENTIALITY & DATA

Your Data

- 10.1 Any personal data you provide to us, such as your name, address, telephone number, e-mail address, vehicle information, bank details or credit/debit card details, will be held and processed in accordance with our Privacy Policy ..

<https://secure.toolkitfiles.co.uk/clients/35141/sitedata/files/PrivacyPolicy.pdf>

10.2 You agree and acknowledge that for the purposes of the App, and the facilitation of Transportation Services by you, it is necessary to (i) collect, monitor, track and use your geo-location information, and (ii) to the extent required for those services, to share that information with Customers and other users. You hereby grant us permission to use and disclose your personal data for those purposes. You may choose to withhold that information but if you do it is likely to impede or prevent you from using the App and/or providing any services using the App.

Customer & User Data

10.3 In your use of the App and/or your provision of Transportation Services, you will receive information which identifies users and Passengers, including (without limitation) names, addresses and telephone numbers (together **Personal Data**). You hereby agree and undertake to:-

- (a) hold and keep Personal Data secret, and not without the prior written consent of Shield, disclose, or allow it to be used or disclosed to any third party;
- (b) comply with your obligations under all applicable laws regulating the use and processing of data relating to persons, including (without limitation) the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable legislation or regulation that transpose any of the foregoing, and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, case laws, the guidance and codes of practice issued by the Information Commissioner (**Data Protection Legislation**).
- (c) process the Personal Data only in accordance with written instructions from Shield;
- (d) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Transportation Services or as is required by law or any regulatory body;
- (e) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (f) not transfer the Personal Data to any sub-contractors or third parties without our prior written consent; and
- (g) not process or otherwise transfer any Personal Data outside the European Economic Area.
- (h) comply at all times with the Data Protection Legislation and all related legislation and not perform any of your obligations in such a way as to cause Shield to breach any of its applicable obligations under the relevant Data Protection Legislation.

10.4 In the event of any actual or suspected incident which may involve unauthorised or unlawful access to or processing, loss or destruction of or damage to Personal Data, or disclosure of

Personal Data in breach of these Terms or the Data Protection Legislation (a "Security Breach"), you shall:

- (a) notify Shield in writing immediately of the Security Breach, providing such details of the circumstances as we may reasonably require;
- (b) keep us regularly informed of any further developments or information available in connection with the Security Breach and at our request undertake a full investigation and provide us with a full written report on the Security Breach;
- (c) consult with us about steps required to mitigate the effects of the Security Breach (including, without limitation, any notification to the Information Commissioner or any other relevant regulatory authority, and/or any announcement to affected individuals or the public) and to prevent future breaches;
- (d) carry out all mitigating steps approved by us in relation to the Security Breach including any steps reasonably required to prevent future incidents; and
- (e) without prejudice to the foregoing, take all reasonable steps required by us to assist us in complying with good practice regarding evaluation, containment and notification of, and recovery following, a Security Breach including but not limited to assistance with notification to data subjects and regulatory authorities.

11. SUSPENSION

11.1 Without prejudice to any other right, power or remedy and without liability, we reserve the right to limit or suspend your use of the App and any related services:

- (a) if it is reasonably necessary to protect our interests or the interests of users, Passengers or third parties and/or to protect the security or operation of our systems or network or those of our suppliers or users;
- (b) if you breach any of these Terms or if we reasonably believe you have breached or are about to breach;
- (c) if you fail to cooperate regarding any suspected or actual breach of these Terms; or
- (d) if required to do so by law or further to a request from any regulatory or governmental authority.

11.2 We may also temporarily suspend all or any part of the App or its functionality for the purpose of repair, maintenance or improvement. We shall use all reasonable endeavours to keep any such suspensions to a minimum and to carry out such works outside normal working hours wherever possible.

11.3 Shield shall not be liable for any suspension under the above circumstances and you shall not be entitled to any setoff, discount, refund or other credit as a result of such suspension and/or disconnection.

12. TERMINATION

12.1 We may terminate these Terms (including the Licensed Use of our App) (i) at any time upon 3 days' notice, or (ii) immediately by written notice to you:

- (a) if you commit a breach of which is not capable of remedy;
- (b) if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or
- (c) if you breach clause 3 or clause 4 of these Terms.

12.2 On termination for any reason:

- (a) all rights granted to you shall cease;
- (b) you must immediately cease all activities authorised by these Terms;
- (c) you must immediately delete or remove the App from all devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so; and

13. COMMUNICATION BETWEEN US

13.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail to bookings@shieldexecutive.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

13.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations:

- (a) our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations may be performed despite the Event Outside Our Control.

15. GENERAL

15.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

15.2 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

15.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 15.4 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 15.5 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 15.6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).