

PASSENGER TERMS (Including App Licence)

PLEASE READ CAREFULLY BEFORE DOWNLOADING THIS APP

These terms, and all documents incorporated or referred to herein, (together **Terms**) set out the conditions upon which you (**you**) agree to use our mobile application software for the provision of transportation services (our **App**). The App enables passengers to post requests for transportation services (**Booking Requests**), which drivers using the App may then choose to fulfil or not, at their discretion. The App therefore provides a facility by which passengers and drivers may, respectively, source and deliver transportation services.

We, Shield Executive Limited (company number 04748994) of Dalton House, 60 Windsor Avenue, London, United Kingdom, SW19 2RR (**Shield, us, our** or **we**) are the owners or licensors of the App.

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) provision of transportation services by drivers who accept Booking Requests posted by you.

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.

- 2.4 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 or validating documents. Further consideration of your application will be conditional upon you meeting the said requirements.

- 2.5 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.

- 2.6 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

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 to post Booking Requests (**Licensed Use**).

3.1 The Licensed Use extends only to you and no one else. You may download a copy of the App onto a single 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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 post Booking Requests;
- (b) Booking Requests will be viewed by drivers who use the App and those drivers may accept, reject or ignore the Booking Requests at their absolute discretion;
- (c) if a driver accepts a Booking Request, that driver (**Driver**) will thereby create a contract directly with you for the provision of transportation services (**Contract**);

(d) your Contract is directly with the Driver, not with Shield.

6.2 You acknowledge and agree that Shield is not a provider of Transportation Services and is not responsible for the provision of those services.

7. YOUR OBLIGATIONS

7.1 You agree that you shall:

- (a) ensure that the content of your Booking Request and any other information you provide is complete and accurate;
- (b) provide us with such information and materials as we may reasonably require, and ensure that such information is accurate in all material respects;
- (c) act reasonably and responsibly in all of your dealings with us, with users of the App and with Drivers, whom you agree to treat with courtesy and respect;
- (d) comply with all applicable laws and regulations.

7.2 Should you or anyone accompanying you not comply with these Terms, you may be refused transport before or during your journey.

7.3 You must provide information in advance, including in your Booking Request, if there are any special requirements relating to your journey or if it will involve the transportation of anything other than people (together, **Special Requirements**), including the transportation of (without limitation) any animals (guide dogs excepted), bicycles, unusual or large amounts of luggage or anything which would not normally be transported in a standard passenger vehicle. Where animal transportation is agreed, they must be carried in a suitable cage or box and/or be suitably restrained. However, that requirement does not apply to guide dogs, which are permitted to be carried in any passenger vehicle.

7.4 In the event that you fail to notify any Special Requirements, including notification in your Booking Request: (a) your Contract may be cancelled, (b) the Contract may be carried out in light of the Special Requirements, or (c) the Special Requirements may be refused and the journey restricted to transport passengers only. Additional Charges may apply to any Special Requirements. In the event of cancellation, our Cancellation Charges (<https://secure.toolkitfiles.co.uk/clients/35141/sitedata/files/AdditionalCharges.pdf>) will apply.

7.5 You shall be responsible for your animals, bicycles luggage or other items, the transportation of which shall be at our discretion, and you will be responsible for loading or unloading such items. Any assistance the Driver may offer is purely discretionary.

7.6 You agree, on your own behalf and on behalf of all passengers, not to:

- (a) smoke or use electronic cigarettes;
- (b) consume food, alcohol or use drugs, other than prescriptions drugs;
- (c) play any musical instrument or broadcast music; and/or

- (d) carry on any activity which is illegal, offensive or otherwise unsuitable for a passenger vehicle, including any activity which may compromise anyone's safety, in any Driver vehicle.

- 7.7 You agree, on your own behalf and on behalf of all passengers, to ensure all passengers wear a seatbelt at all times and comply with any applicable laws, bylaws and other applicable regulations, including any guidelines or requirements indicated by the Driver.
- 7.8 Unless otherwise agreed, Drivers will not carry anyone under the age of 18 unless accompanied by an adult.
- 7.9 Any property left in any vehicle will be stored in accordance with applicable regulatory requirements, after which it may be disposed of it as Shield sees fit.
- 7.10 Neither Shield nor the Driver will be liable in the event that performance of the Contract is prevented or delayed by any act, omission, failure or default on your part or the part of any of your passengers (**Default**). The performance of the Contract may be suspended until you remedy the Default. You will be responsible for any costs or losses sustained or incurred arising directly or indirectly from Default.

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 based on the characteristics of the journey, including important factors such as distance, time, location and passenger needs and other characteristics, plus any applicable toll charges, parking charges, waiting charges and any similar or analogous charges incurred in connection with the journey.
- 8.2 An indicative Fare will be provided when placing your Booking Request and the final Fare, inclusive of all charges and expenses including those described in clause 8.1 above, will be payable upon completion of your journey using the payment method and details chosen by you. You agree that we may undertake authorisation checks on any payment details you provide to us (including credit and debit cards) at any time. All payments must be made in GBP (Pounds Sterling) unless otherwise agreed in writing.
- 8.3 We may set a credit limit on your account and we shall not be obliged to provide Services once your limit has been reached or exceeded. We will notify you if we apply a limit to your account or if your limit is exceeded.
- 8.4 We will store and process any payment details you have provided to us, including any personal data, in accordance with our Privacy Policy (<https://secure.toolkitfiles.co.uk/clients/35141/sitedata/files/PrivacyPolicy.pdf>), so they may be used for payments you need to make whenever you use the App and/or to collect any money owed by you. Payment(s) will be processed via our trusted third party payment provider Braintree.

8.5 Payments are non-refundable unless otherwise agreed. Once you have commenced your journey or made payment in advance for your journey you will not be able to cancel. You also agree to pay the following additional charges:

- (a) Cancellation: We have the right to apply certain charges in the event of cancellation or postponement, full details of which are set out in our Cancellation & Refund Policy;

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

- (b) Cleaning and/or Damage: If, as a consequence of your journey, including your behaviour and/or the behaviour of your passengers: (i) the vehicle requires cleaning, you will be charged a cleaning fee, and/or (ii) any damage is caused to the vehicle, you will be liable for the damage caused, including (without limitation) the cost of repair, plus loss of driver earnings equivalent to time spent with vehicle under reparation.
- (c) Large Bookings/Weddings/Special Events: Bookings over £150 will be subject to a 25% deposit. At Shield discretion, bookings for multiple cars or for a value exceeding £200 will be subject to a 50% deposit. All such payments must be made in full at least 7 days in advance and all deposits are non-refundable.
- (d) Additional Charges: Extra or additional charges may apply in certain circumstances, including (without limitation) waiting charges, parking charges, tolls, UK Bank Holidays, full details of which you can find in our summary of Additional Charges

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

The said charges apply in addition to those set out in our list of charges.

8.6 If you do not appear at the time and place designated as the pickup point or if you attempt to cancel a booking after a predetermined period of time following the car being dispatch, you will be liable for a cancellation fee..

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8.7 Fares may be subject to value added tax (VAT), which (if applicable) shall be payable at the then prevailing rate.

8.8 If you fail to make any payment, you will be liable to pay interest on the overdue amount at the rate of 4% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall be liable to pay the interest together with the overdue amount.

8.9 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at

any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

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 Fare paid or payable by you in connection with your relevant journey.

10. CONFIDENTIALITY & DATA

Your Data

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

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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 drivers, including prospective drivers. 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.

Driver and User Data

10.3 In your use of the App and/or your provision of Transportation Services, you may receive information which identifies users and Drivers, 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 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;
- (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 third parties without prior written consent;
- (g) not process or otherwise transfer any Personal Data outside the European Economic Area.

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 us 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, Drivers 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 We 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 all 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
- (d) we may remotely access your device(s) in order to remove the App.

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 support@secs.london. 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. THIRD PARTIES

You agree and accept that Drivers shall have the benefit of all obligations on your part under these Terms and may, if necessary, enforce all such relevant terms directly against you. Save for the said foregoing rights, a person who is not a party to these Terms shall not have any rights to enforce its terms, whether under the Contracts (Rights of Third Parties) Act 1999.

16. GENERAL

- 16.1 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.
- 16.2 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.
- 16.3 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.
- 16.4 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.
- 16.5 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.

16.6 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).

[ACCEPT](#)