



**WeTechnology S.r.l.**

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## GENERAL TERMS AND CONDITIONS FOR THE USE OF WETAXI

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These General Terms and Conditions apply to the services offered by WeTechnology S.r.l. – VAT N° 11291250014, with headquarters at 2 Via Agostino da Montefeltro, Turin – through its website and through the Wetaxi mobile app for Android and iOS.

### PART I - DEFINITIONS AND GENERAL CONDITIONS

#### 1 – Definitions

In these Terms and Conditions:

- **Wetaxi** defines WeTechnology S.r.l., the company that manages the taxi services by means of its website [www.wetaxi.it](http://www.wetaxi.it) and the Wetaxi mobile apps.
- **Wetaxi Biz** defines the platform at the link [www.wetaxi.it/biz](http://www.wetaxi.it/biz) developed for companies with the aim to provide the management of costs due to mobility services, including the parking, of their employees and/or guests.
- **Platform** jointly defines the website [wetaxi.it](http://wetaxi.it) and the Wetaxi app (for Android and iOS).
- **Taxi Driver** defines the individual equipped with a regular taxi license in accordance with legislation and regulations in force, who provides transportation services by means of his own vehicle. In the context of Wetaxi services, the Taxi Driver is subject to current legislation, including local laws concerning the performance of taxi services, as well as regulations concerning the payment system. It is hereby specified that Wetaxi works strictly with licensed Taxi Drivers.
- **Operator** defines Taxi Drivers and transport operators or parking operators which, in accordance with mandate agreements that enable Wetaxi to resell their services, offer their services to Users via the Platform.
- **User** defines every individual who, by using the Platform, requests a transportation service by a Taxi Driver or other services of transportation or parking.
- **Invoicing Account** defines the User who provides personal billing data or billing data related to the company that owns, or the User who links his/her Personal Account to a corporate Profile existing on Wetaxi Biz.

- **Taxi Request** defines an itinerary for which a Single Ride is requested. **Taxi Requests** include itineraries from an **Origin** – a location from where the User requests his Single Ride to start from – or between an **Origin** and one or more **Destinations** – namely, the location where the User requests the Single Ride to end.
- **Single Ride** defines the transportation service provided by the Taxi Driver to satisfy a single Request by a User.
- **Group Ride** defines the transportation service provided by the Taxi Driver to satisfy a group of Requests that Wetaxi Users have combined – upon their own consent – to reduce the number of kilometers traveled and the consequent environmental impact of each User’s transportation. Group Rides include itineraries linking one or more Origins and Destinations, with the users accepting to travel together and share Requests.
- **Taxi Service** defines the agreement made – by means of the Platform – between the User and Taxi Driver to carry out a Ride compliant to a Taxi Request, and – in general – any service provided by Wetaxi.
- **Guaranteed Rate Service** defines a digital service provided by Wetaxi through an algorithm that performs a sophisticated estimation of the cost of a taxi ride considering city tariffs, traffic information in real time and taxi drivers’ positions. The Guaranteed Rate for the Taxi Service is calculated by Wetaxi when the User inserts on the Platform all the data related to a Taxi Request, including Origin, one or more Destinations, and, if needed, extra options. Users shall use the Guaranteed Rate Service only in case of payment through the app, as defined herein. The algorithm, which is subject to no stop improvement and updating, is provided using digital services supplied by third parties.
- **Other Services** define the agreement made – by means of the Platform – between the User and an Operator, different from a Taxi Driver, to carry out a transportation or parking service.
- **Services** define together Taxi Service, Guaranteed Rate Service and Other Services.
- **Personal Account** or **Profile** defines the online account necessary to become a User and access the services offered by the Platform.
- **Notification** defines any communication sent by Wetaxi to the Users; Wetaxi may send its Notifications by e-mail, SMS, or through the specific app function.
- **Payment through App** defines the electronic payment methods embedded in the Platform, including the credit granted to each User by Wetaxi on the occasion of special offers or initiatives.

## 2 – Service Purpose

2.1 Wetaxi provides a Platform to the Users, by means of which:

- it allows the Users to request a Ride from an Origin to one or more Destinations (where specified);
- it allows the Users to make online Taxi Requests and cancel the same;
- it puts in contact all Users wishing to form a group and travel together by sharing their Taxi Request and consequently the travel expenses, as well as providing an online optimization service for the matching of Users and a Taxi Driver, namely the creation of Group Rides – based upon multiple Taxi Requests – that reduce the number of kilometers traveled and the environmental impact of tourist and resident travel;
- it allows the Users to request Services by means of the Platform;
- it provides payment management by means of Payment through App for the Service, transfers the amount due for the Service from the User to the Operator, and sends a payment receipt for such Services to the User or send the invoice to the Invoicing Account, if requested;
- it allows management and link of Services by an Invoicing Account: in this case, the information related to the Service may be shared with the administrator of the Invoicing Account, or in any case to the owner of the billing data provided;
- it monitors the compliance by the Users with the commitments outlined in Article 4 hereinafter.

2.2 Wetaxi reserves the right to propose updates and news concerning its own goods and services and those of third parties by means of its Platform, and commits to notifying the Users – by means of the contact information provided by the latter (i.e. e-mail, SMS, push notification) – of the insertion on the Platform of new functions and services, Wetaxi's partnership with third parties, or ongoing promotional campaigns, even customized in accordance with indicators such as geographic area, category, or age of the Users, as well as frequency of service use.

It is specified that such communication of customized offers restricted to the Users is indeed a service provided by Wetaxi, as well as its contractual obligation towards registered Users, with the communications explicitly requested by the Users and that are consequently not forms of direct marketing.

The User may decide to not receive such communications at any time by writing to [privacy@wetaxi.it](mailto:privacy@wetaxi.it).

### **3 – Terms of the Agreement**

3.1 The individuals intending to use the services offered by Wetaxi will need to register to the Platform by creating an Account, including their name, surname, mobile phone number (compulsory data), as well as their e-mail, tax code and a digital photograph (optional data). Should they wish to use the Payment through App option, the Users shall provide the data necessary for the operation of the electronic payment tool chosen. Should the Users decide, instead, to add to their Personal Account an Invoicing Account, they will need to insert the billing data or link their Personal Account to an Invoicing Account existing on Wetaxi Biz. The access to the Account will occur strictly by means of the mobile phone number and no password will be required. Users have the obligation to not allow third parties to access the User area of the Platform by means of their Account.

3.2 The use of the Platform is conditional to the acceptance of these General Terms and Conditions along with the Privacy Policy. Upon registering to the Platform, the Users will be asked to accept the General Terms and Conditions and the Privacy Policy, by ticking the specific box.

3.3 Wetaxi reserves the right to modify the General Terms and Conditions at any time, by publishing them on the Platform and notifying the Users of such publication.

3.4 Wetaxi usually operates on its name and on behalf of the Operators. Operators will be the only responsible for Other Services provided to Users and it is understood that the counterpart of the User for the supplying of the services will be exclusively the Operator. In order to use Other Service by means of the Platform, for Users should be necessary to accept Operators' general terms and conditions of use and privacy policy.

### **4 – User Obligations**

4.1 Users commit to:

- not authorize third parties to use their Profile;
- provide true and complete personal data, as requested in the registration process, necessary to allow Wetaxi to provide, in turn, its services;
- not use the Platform for unlawful or fraudulent purposes, including the circulation of any unlawful material by means of the Service;

- In case of Taxi Service:
  - appear on time at the Origin as specified in the Taxi Request;
  - inform the Taxi Driver of an eventual Service cancellation through the Platform;
  - not disturb the Taxi Driver while he/she is driving;
  - attend the Taxi Driver at the Origin agreed in the Service. Should the User not appear at the Origin at the time specified in the Service (with a maximum waiting time of 3 minutes), the Taxi Driver has by no means the obligation to offer the Service, and the User will in any case be charged the cost of the Service itself in accordance with Article 9.5.

4.2. Wetaxi has no obligation to control the communications between the Users and Operators, and cannot be deemed in any case responsible for the content of the information transmitted.

## **5 – Liability and guarantees**

5.1 Given that the performance of the Service requested through the Platform by a User is based strictly upon an agreement between Operators and the Users themselves, Users will bear their own exclusive and full liability. For such reasons, Wetaxi may not be considered in any case liable for the positive completion of the Service: in fact, Wetaxi simply offers – by means of the Platform – a service that allows the Users to contact the Operator for the performance of the Service.

5.2 In case of Taxi Services, Wetaxi shall not in any case be deemed liable for damages of any nature, following:

1. the communication of incorrect information by the User or the Taxi Driver related to the Taxi Request and the Service performance methods;
2. the unavailability of all Taxi Drivers to satisfy a User's Request, even in case the Taxi Request is made in advance of the departure time specified;
3. the cancellation of the Taxi Service by the User or any Anomaly by the Taxi Driver;
4. an eventual delay in the time of departure and the expected Ride time.

5.3 Users shall not hold Wetaxi liable for any economic, financial, or business loss, or for any other damage caused, including – strictly by way of example – loss of reputation, loss of profit, loss – even temporary – of income, or loss of business opportunity consequent to the service offered by Wetaxi.

5.4 Wetaxi will work to ensure 24/7 operation of its Platform: nevertheless, on certain occasions the access to the Platform may be limited due to maintenance or introduction of new frameworks and/or services, and may be unavailable for reasons beyond the control of Wetaxi. Wetaxi shall not bear liability neither for eventual errors and omissions – as well the results of using the related information – nor for eventual technical issues that the Users may encounter when using the Platform.

5.5 Wetaxi is not liable for eventual damages deriving from use of the Platform, including damages caused by malware or viruses, unless such damages are due to willful misconduct or gross negligence by Wetaxi.

5.6 Wetaxi shall not provide any guarantee for the appropriate and complete transmission of data, nor for the timely receipt of the data by the User or the Operator.

## **6 – Complaints**

6.1 Users may send requests, complaints, or suggestions related to the services offered by Wetaxi to the following e-mail address: [assistenza@wetaxi.it](mailto:assistenza@wetaxi.it).

6.2 Should the complaint, including the request for full or partial reimbursement, concern a Service requested or performed by an Operator, thus not related to the service offered directly by Wetaxi, the User shall lodge the complaint within 24 hours after the request, by means of the specific function in the Wetaxi app. Wetaxi hereby commits to resolve complaints lodged by Users promptly and in good faith. Should the complaint be linked to Other Services, the complaint will be managed according to respective Operator's terms and conditions, if any.

## **7 – Copyright**

7.1 The design and content of the Platform are protected by Italian and international copyright laws, and Wetaxi owns every right and privilege on the same. Any reproduction, duplication, copy, sale, or any other use of the content and design of the site and app for commercial purposes is forbidden, unless expressly approved in writing by Wetaxi.

## **8 – Duration and termination of the agreement**

8.1 The agreement between Wetaxi and its Users for the use of the Services offered by means of the Platform is permanent.

8.2 Users may rescind the agreement at any time, by deleting their Profile through the procedure specified on the Platform. Once the Profile is deleted, the Users' personal data and the information concerning the activity performed on the Platform shall no longer be visible to other Users, but shall be stored for protection purposes following claims of a legal nature emerging upon usage of the services offered by the Platform. The data related to activity performed on the Platform may be used, in an anonymous form, for statistical purposes. Following termination of the agreement, the Users may request visualization and/or cancellation of their data by sending an e-mail request to [assistenza@wetaxi.it](mailto:assistenza@wetaxi.it). Wetaxi shall store the data necessary for legal or tax purposes for the time established by law.

8.3 Wetaxi reserves the right to rescind the agreement, without prior notice, should the User breach one or more of the guidelines specified in these Terms and Conditions. The User will be notified of the termination, and will be – with immediate effect – forbidden access to the Platform. Such breach may also be reported by other Users and by Taxi Drivers. Should the breach be of a minor nature, the User may be subject to a temporary suspension from use of the Platform by Wetaxi. The User shall be notified of the suspension measure.

## **PART II – TAXI SERVICE**

### **9 – Use of the Taxi Service**

9.1 By means of the Platform, Users may request a taxi transportation from an Origin, or from an Origin to one or more Destinations, at a given time. Upon making their Request, Users may also specify the need to travel together with one or more other individuals, and indicate their payment method of choice (direct payment to the Taxi Driver or Payment through App). Moreover, Users may also specify in the Taxi Request their will to benefit of the Service through the Group Ride option: in this case, the minimum notice time before the ride requested will be specified in App in the request phase, and the Service price borne by each User will be specified by Wetaxi at the time of the Request. Should a User request the Wetaxi Service for a third party, he/she will be asked, in order to facilitate performance of the same, the personal details of the third party (name, surname, mobile phone number, and address – if necessary) in the Taxi Request phase.

9.2 Wetaxi will send the Request to the Taxi Drivers by means of the Platform. The drivers may decide to accept it and perform the Single Ride. Upon sending the Requests to the Taxi Drivers, Wetaxi will inform the same – by means of the Platform – of the Origin, the Destination (if known), the time when the Single Ride shall be performed, and the price estimated by the Guaranteed Rate Service, where requested by the User and representing the maximum payment that the Wetaxi may collect from the User for the Service. In performing the Service, Wetaxi will follow efficiency and sustainability criteria.

9.3 In case of a Group Ride, Wetaxi will send a Notification to each interested User once the group is created. From that moment onwards, the Service may in any case be cancelled by any User involved, but at the same this User will be charged the total price of his part of the Service.

9.4 When the Taxi Driver accepts the User's Request, the latter will be notified of the acceptance, the Taxi Driver's personal details (or all the relevant data provided to Wetaxi), the Origin, and the predicted time when the Taxi Driver will arrive at the Origin. 60 seconds after the receipt of the said Notification, the Service will be completed, and from this moment onwards, the User may track the location of the Taxi Driver (where available). In case of a Single Ride, from this moment, the Service may in any case be cancelled by the User by means of the specific function on the Platform, but the User will be charged a rate of € 5.00. This cost will not be charged to the User in case the waiting time for the Taxi Driver would be much higher than the waiting time forecast to the User at the moment of the acceptance of the Request.



9.5 Once the Taxi Driver reaches the Origin specified in the Taxi Request, the User will receive a Notification. Notwithstanding item 2 hereunder, the Taxi Driver will wait the User for 3 minutes at the Origin. Should the User not reach the Origin within such lapse of time, the Taxi Driver will have the right to abandon the Origin, and the Service will be considered complete. In this case, the User will have the obligation to pay, through the methods specified in Article 10, the following rates:

1. Price of the no-show in case of a Single Ride: the User will be charged the cost borne by the Taxi Driver – in accordance with current rates – to reach the closest taxi station to the Origin, as well as the time of wait, up to a maximum of € 6.00 if the Request is made in the daytime and on working days, € 7.50 if the Request is made in the daytime and on holidays, € 8.50 if the Request is made in the nighttime (in accordance with the definition specified in the applicable city regulations for taxi services).

2. Price of the no-show in case of a Group Ride: should the User not reach the Origin and the time specified in the Notification described in Article 9.4, such User will be charged the entire price of the Service, calculated in accordance with Article 10.

9.6 In case the Taxi Driver who has approved the Service is unable to perform or complete a Ride, the Taxi Driver himself will report the said impairment (“**Anomaly**”) through the Platform: all the Users involved will be immediately notified of the Anomaly by Wetaxi. Upon occurrence of an Anomaly, Wetaxi will immediately resend the Request made by the Users to the Taxi Drivers in accordance with Article 9.1.

## **10 - Prices and payment of Taxi Service**

10.1 Users may pay the rate owed to the Taxi Driver through direct payment to the Taxi Driver or Payment through App.

10.2 Should the Users avail themselves of a Payment through App, the chosen electronic payment system or systems shall have been selected and activated by the Users by means of registration of the data related to the chosen payment method on the Platform before making the Taxi Request.

10.3 Should the Taxi Request be made by means of a Payment through App, the User may choose the Guaranteed Rate Service: in this case, the cost for the taxi ride calculated by Wetaxi and shown on the Platform at the moment of creating a Taxi Request will be the maximum price Wetaxi could charge to the User.

The price shown will include the Price for the Guaranteed Rate Service, as defined in Article 10.4.

10.4 In case the User requests the Guaranteed Rate Service, the User may be charged by Wetaxi a fee equal to 1,00€ (VAT included) for the use of this service (hereinafter the “Cost for the Guaranteed Rate Service”). The Cost for the Guaranteed Rate Service will be shown clearly on the Platform to the User at the time of the Request, as a separated component of the price of the Service. The final price shown to the User at the time of Request will always include all costs related to both transport and ancillary services, included the Cost for the Guaranteed Rate Service, and will in any case represent the maximum cost that can be charged by Wetaxi to the User. The User will always find on the Platform, at the time of creating a Request, the Cost for the Guaranteed Rate Service and a clear option of enabling or disabling the Guaranteed Rate Service

10.5 Once the Ride is completed, if the sum of the price of the Single Ride, as displayed on the taximeter, and of the Cost for the Guaranteed Rate Service is lower than the cost estimated by the Guaranteed Rate Service according to Article 10.4., the User will pay to Wetaxi the lower amount.

10.6 Every time they make a Taxi Request, Users may choose which of the electronic payment methods they have activated on the Platform they intend to use, or whether to make a direct payment to the Taxi Driver. At the time of the Taxi Request, should the User have selected the Payment through App option, Wetaxi may perform a pre-authorization of the payment corresponding to the cost estimation calculated by the Guaranteed Rate Service or – in case the User has disabled the Guaranteed Rate Service – Wetaxi may perform a sufficient pre-authorization to verify the validity of the electronic payment system. Should the electronic payment system selected not allow pre-authorization, Wetaxi will charge the said sums at the time of the request, other than in case of refund for the failure to perform the Service.

10.7 The cost estimation calculated by the Guaranteed Rate does not include the Taxi Driver’s waiting time at the Origin; this is the reason why – should the User not appear at the Origin at the time specified in the Notification as defined in Article 9.4 (with a maximum waiting time of 3 minutes), the Taxi Driver has by no means the obligation to offer the Service, and the User will in any case be charged the cost of the Service itself in accordance with Article 9.5.

10.8 In case of Payment through App, the balance will be charged by Wetaxi:

1. In case the User has selected the Guaranteed Rate Service and once the Ride is completed, the amount displayed on the taximeter is lower than the cost estimated by the Guaranteed Rate Service, the User will pay the sum of the amount displayed on the taximeter plus the Cost of the Guaranteed Rate Service.
2. In case the User has selected the Guaranteed Rate Service and, once the Ride is completed, the amount displayed on the taximeter is equal or higher to the cost estimated in the Taxi Request phase by the Guaranteed Rate Service, the User will pay the sum estimated in the Taxi Request phase by the Guaranteed Rate Service
3. In case the User has not selected the Guaranteed Rate Service: once the Ride is completed, upon arrival at the Destination, the User will pay the amount displayed on the taximeter.
4. In cases as specified in articles 9.3, 9.4, and 9.5, the User will pay as specified under each condition.

10.9 Should the User have selected the Payment through App option, but the selected payment method is declined due to lack of funds, Wetaxi will newly attempt to complete the payment until the Service is paid. Should the new payments also be declined, the User will be notified of an outstanding sum of the same amount, which the User may pay through the specific function on the Platform. Until the User has made such payment, he/she will not be able to make new Taxi Requests or requests of Other Services through the Platform, and eventual rides booked and yet to be made shall be cancelled.

10.10 Should the User have selected a direct payment to the Taxi Driver as his/her payment method, the User will have the obligation to pay the amount due for the Taxi Service to the Taxi Driver, as specified on the taximeter and including the additional fees due, once the Ride is completed upon arrival at the Destination.

10.11 Should the User have selected a direct payment to the Taxi Driver as his/her payment method, and should the events specified in articles 4.4 or 4.5 occur, Wetaxi will send the User a Notification of the outstanding payment for the causes specified in such articles, and until the User has not completed the payment of such amount due, he/she will not be able to make new Taxi Requests or requests of other Services through the Platform, and eventual rides booked and yet to be made will be cancelled.

10.12 Should the User make a Request on behalf of a third party, the payment method used shall strictly be Payment through App.

10.13 The User hereby acknowledges that, in case of Taxi Requests made through apps owned by third parties, the Services provided by Wetaxi will be limited, in accordance with the methods specified, to the acceptance of the terms and conditions of the parties managing such applications; this also concerns the electronic payment methods selectable on such apps.

10.14 Should the Taxi Driver, for any reason, performs the Ride at a later time than that specified in the Taxi Service, but the User in any case makes use of the Taxi Service, Wetaxi will charge the Service cost to the User in accordance with this Article.

## **PART III – OTHER SERVICES**

### **11 - Use of Other Services: general conditions**

11.1 By means of the Platform, Wetaxi provides to Users Other Services supplied by Operators (different from Taxi Drivers).

11.2 Every Operator is the one and only responsible of the service provided to Users. Other Services will be regulated by the relevant Operator's general terms and conditions. Those general terms and conditions will be Notified to Users at the moment of their first request for the specific service included in Other Services and, if needed, Users should accept those terms and conditions by means of the specific function of the Platform. Should the Operator's general terms and conditions conflict with the present General Terms and Conditions for the use of Wetaxi, the latter will prevail.

11.3 Where it is necessary to communicate the User's personal data to the Transport Operator, Wetaxi will provide the Privacy Notice of the Transport Operator, which the User must declare to have read and understood. Furthermore, the User acknowledges and accepts that the communication of their personal data to the Transport Operator is carried out by Wetaxi as an independent data controller, in accordance with what is provided in the privacy information for Wetaxi Users under Article 13 of EU Regulation 2016/679.

11.4 Should Users pay in order to use Other Services, Wetaxi during the request phase will show to User by means of the Platform the payment due. By confirming the request, the User will accept the price due. Users shall pay the price for Other Service only by means of Payment through App. The payment of the rate owed to the Operator will be regulated by Operator's general terms and conditions.

Wetaxi will act in accordance with Article 10.9, if consistent with Operators' general terms and conditions.

## **12 - Parking services**

12.1 Among Others Service provided by means of the Platform, Wetaxi offers to Users the parking payment service through the cooperation with myCicero S.r.l., Vat n. 02770200422, S.S. Adriatica Sud 228/D Senigallia (AN). By means of this service, Users shall pay parking rates in more than 300 Italian cities. MyCicero's terms and conditions will be shown to Users before their first purchase of this service and Users shall accept those terms and conditions in order to use the service, by means of the specific function on the Platform. MyCicero's terms and condition are published at the following link:

[wetaxi.it/legale/wetaxi-servizio-pagamento-parcheggio](http://wetaxi.it/legale/wetaxi-servizio-pagamento-parcheggio) (in Italian) or

<https://wetaxi.it/legale/wetaxi-parking-payment-service> (in English).

Wetaxi will not transfer Users' personal data to the Operator to provide this service.

## **13 - Public Transport Service**

13.1 Among Others Service provided by means of the Platform, Wetaxi offers to Users the service supplied by Moovit App Global Ltd. By means of this service, Users shall know the best itinerary to travel with public transport from an Origin to a Destination. Wetaxi will not transfer Users' personal data to the Operator to provide this service.

## **14 – Rail Service**

14.1 - Among Other Services provided by means of the Platform, Wetaxi offers to Users the Rail Service as an agent of Trenitalia S.p.a.. Thanks to this service, Platform Users will be able to purchase tickets for the railway service offered by Trenitalia Spa.

## 15 – Sharing Mobility Services

15.1 Among Other Services provided by means of the Platform, Wetaxi offers to Users Sharing Mobility Services with various means (including automobiles, scooters, bicycles, and electric scooters). Through collaboration with various sector operators, Users will be able to rent and pay Sharing Mobility Services directly through the Platform.

15.2 In order to use Sharing Mobility Services, Wetaxi must request from the User, and the User must provide the mandatory information as and when required, including the driver's license, an identity document where required by municipal regulations, the tax code, residential address, citizenship, and a photograph.

15.3 Before being able to use Sharing Mobility Services, the User shall expressly accept the Terms and Conditions of Use of the Operator, which will be displayed to the User before the first purchase of the Service and must be accepted by checking the appropriate box on the Platform.

15.4 In the event that transferring the User's personal data to the Transport Operator is necessary for the use of the Service, the Privacy Policy of the Operator will also be notified during the first purchase of the Service, and the User will be asked to accept this policy through a dedicated function of the Platform.