

mytaxi terms and conditions for the 50% off promotion bonus campaign "MYTAXI INTERNATIONAL 2018" from 16.07.2018 to 31.07.2018. (hereafter "the promotion")

By participating in our regional and temporary promotion, you agree to these terms and conditions.

Note: Use of the mytaxi taxi booking application and "Payment by App" function are also subject to the GTC for passengers and the terms and conditions for the mytaxi "Payment by App" function in their currently applicable form for your selected region. mytaxi is not the party to the passenger transportation agreement between the passenger and the taxi operator, as mytaxi solely acts as an intermediary for this transaction. The taxi operator receives the full fare in accordance with taxi rates of the applicable regional taxi regulations.

1. Organiser

The organiser of the promotion is Intelligent Apps GmbH with its registered seat at Grosse Elbstrasse 273, 22767 Hamburg, Germany; Board of Directors: Marc Berg, Jonas Gumny; Commercial register: Amtsgericht Hamburg HRB 110377 (hereafter: "mytaxi").

2. Promotion content, Promotion period and scope

- (1) Within the scope of this campaign mytaxi grants each person entitled under paragraph 3.1 during the promotion period specified in 2.2 and within the scope of the area of application referred to in 2.3 and only for tours paid via application a 50%-off discount for his ride with a mytaxi. In order to receive this discount, you need to enter the voucher codes we sent you via Email in your app as described under 4.1.
- (2) The mytaxi promotion is valid from 16.07.2018 00:00 UTC until 31.07.2018, 23:59 UTC (hereafter: "the promotion period").
- (3) The mytaxi promotion is only valid within the regionally limited areas of the respective applicable taxi regulations for the regions specified below and selected by mytaxi for the campaign period i.e., the trip must begin and end in the corresponding area of application and must not leave the area of application of the applicable taxi/taxi rate regulations for all taxis that use the mytaxi "Payment by App" function.

The regions selected by mytaxi for the "50% bonus campaign" are:

Germany: Aachen, Berlin, Bochum, Böblingen, Bonn, Darmstadt, Dortmund, Dresden, Düsseldorf, Essen, Frankfurt a. M., Hamburg, Hannover, Ingolstadt, Karlsruhe, Leipzig, Lübeck, Mainz, Mannheim, München, Nürnberg, Offenbach, Stuttgart, Wiesbaden.

Austria: Vienna, Salzburg

Spain: Barcelona, Madrid, Valencia, Sevilla

Italy: Milan, Rome, Turin

Poland: Warsaw, Krakow, Tricity (Gdansk/Sopot/Gdynia), Katowice/Silesian Agglomeration, Poznan

Portugal: Lisbon, Porto Sweden: Stockholm

UK: London, Nottingham, Edinburgh, Manchester, Brighton **Ireland**: Dublin, Cork, Galway, Limerick, Waterford

(hereafter: "area of application")

The validity of the voucher is dependent on the city where the tour started.



3. Eligibility

- (1) To participate in the promotion, you must be 18 years or older and a registered user of the mytaxi passenger app. To qualify for the promotion your mytaxi trip must be (i) started and completed during the promotion period within the area of application; (ii) booked through our mytaxi taxi app; and (iii) paid for (cash-free) through the mytaxi taxi app via one of the offered payment methods selected by the user (credit card or PayPal).
- (2) Our business customers, our Business Account customers for invoiced trips and their employees who have been given the authorization to use mytaxi are not eligible to participate in the promotion.
- (3) Participation with false identities or the identities of third parties as well as participation via automated systems or other manipulations is not permitted. Participation through the use of "dummy trips" is not permitted. "Dummy trips" are those mytaxi trips that are only made for the purpose of gaining payment by mytaxi in collusion with the taxi driver/taxi operator. Such "dummy trips" are suspected when multiple mytaxi trips are referred and invoiced at short intervals between the same parties (i.e., more than three "Payment by App" trips within 24 hours). If it suspects such behavior, mytaxi is entitled at any time and at its discretion, to block the parties without notice until the end of the campaign period or to delete the corresponding customer accounts. mytaxi will then inform the parties that the account has been blocked, providing the reason why and the expected blocking period.
- (4) In the event of unjustified claims to mytaxi bonus campaign benefits, mytaxi shall be entitled to claims for compensation.

4. Promotion participation

- (1) If you are using mytaxi already you need to save, if you have not already done, your payment data (credit card, PayPal) for the use of cashless payment on your mytaxi account and accept the passenger GTC for the mytaxi "Payment by App" function. You then save the voucher codes announced in the Email you got. If you order a taxi with the mytaxi App within the promotion period and the area of application named in section 2.3 you can end the tour and pay for it via the app.
- (2) When you order a mytaxi-affiliated taxi during the promotion period and area of application using the mytaxi application and pay for your trip using the mytaxi taxi app with a deposited voucher code, you will automatically take part in the promotion. You can take advantage of the promotion multiple times during the campaign period, but only once per country according to the validity of your voucher codes.
- (3) During the promotion the taxi operator will continue to receive the full fare based on the current local taxi rate regulations (in addition to any tip freely provided by you). When you participate in the mytaxi promotion, mytaxi will reimburse you to the payment method provided by you in the "Payment by App" function for half the amount invoiced to you for your taxi ride.
- (4) This promotion cannot be combined with other offers, benefits, vouchers or rebates. The mytaxi bonus has no cash value, cannot be transferred and can only be used once per trip. The mytaxi bonus cannot be sold, resold or redeemed for cash.
- (5) If you already have a voucher saved for a "First time payment by App" trip at the beginning of the promotion period, mytaxi will automatically select the voucher which expires first. If the promotion campaign is selected for your payment by the app, the voucher for your "First time payment by App" trip will expire without replacement and cannot be redeemed for cash. If there is a polygon discount



campaign going on the higher discount will be taken. You can always select the preferred voucher manually before the payment process.

5. Miscellaneous

If individual provisions of these terms and conditions are or become invalid, the validity of the remaining terms and conditions shall remain unaffected. It shall be replaced by a provision that best approximates the intent of the invalid provision. These terms and conditions may be amended by mytaxi at any time if these conditions contain gaps (additions) or if de facto or legal flaws subsequently arise that might significantly impact the purpose of the bonus campaign or make it impossible to carry out.

As of: July 2018

Intelligent Apps GmbH

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