

## **EZYGO TERMS OF USE**

Last Updated 11<sup>th</sup> May 2019

EZYGO PROVIDES A TECHNOLOGY PLATFORM (EZYGO PLATFORM) THAT CONNECTS REGISTERED PASSENGERS (PASSENGERS) SEEKING TRANSPORTATION WITH REGISTERED DRIVERS (DRIVERS). PASSENGERS AND DRIVERS ARE REFERRED TO COLLECTIVELY AS USERS AND EACH USER SHALL CREATE A USER ACCOUNT THAT ENABLES ACCESS AND USE OF THE EZYGO PLATFORM.

PLEASE READ THESE TERMS CAREFULLY BEFORE CREATING YOUR USER ACCOUNT TO ACCESS AND USE THE SERVICES. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT CREATE A USER ACCOUNT.

These Terms Of Use (Terms) constitute a binding agreement (the Agreement) between Ezygo Taxi App Limited (Ezygo), a duly incorporated company having its registered office in Auckland, New Zealand and you, the User governing your access and use of the Ezygo Platform, mobile application, website, products, content and services (the Services).

### **1. THE SERVICES**

The Services constitute a technology platform that facilitates Passengers who seek transportation to connect with Drivers through the Ezygo mobile application. The Services are aimed at giving Users as much control as possible to facilitate transport arrangements between Passengers and Drivers. As part of the Services, Ezygo provides a website [www.ezygo.co.nz](http://www.ezygo.co.nz), content, various other facilities and services, and may from time to time introduce and make available products, competitions, giveaways and promotional offers to Users.

YOU ACKNOWLEDGE THAT FOR ALL INTENTS AND PURPOSES EZYGO IS NOT A TRANSPORT OPERATOR OR TRANSPORT CARRIER. AS PART OF ITS SERVICES THE EZYGO PLATFORM IS EXPRESSLY INTENDED TO FACILITATE CONNECTION BETWEEN PASSENGERS AND DRIVERS. ALL DRIVERS ARE INDEPENDENT THIRD PARTY TRANSPORT PROVIDERS WHO ARE NOT EMPLOYED BY EZYGO. ANY DECISION BY A PASSENGER WHETHER OR NOT TO ACCEPT TRANSPORTATION FROM A DRIVER AND ANY DECISION BY A DRIVER WHETHER OR NOT TO ACCEPT A PASSENGER BOOKING REQUEST IS AT THE SOLE DISCRETION OF EACH USER AND SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN THOSE PARTIES.

### **2. ELIGIBILITY**

The Services may only be used by persons who can legally enter into a binding agreement in accordance with applicable law. Without limiting the foregoing, the Services are prohibited for use by persons under the age of 18 years. By becoming a User you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the Terms of this Agreement.

### 3. CREATING YOUR USER ACCOUNT

By creating your User Account to access and use the Services, you must provide complete and accurate information during the registration process. As part of the User Account registration process, Ezygo requires you to submit personal information, including but not limited to your name, address and mobile phone number. For Passengers you are also required to register at least one valid payment method (either credit card or debit card). You will incur a small tokenisation fee to validate your credit/debit card details. This charge will be refunded within 24 hours.

You agree to maintain accurate, complete and up to date information in your User Account at all times. Your failure to maintain accurate, complete and up to date information including having an invalid or expired payment method (credit card or debit card), may result in restricted access and use of the Services, or Ezygo's termination of this Agreement with you.

You agree to keep your user name and password confidential to safeguard your User Account from unauthorised use. You are solely and fully responsible for all activities that occur under your User Account. In your use of the Services you must not misuse, cause nuisance or annoyance whether to a Third Party Provider or any other party. In certain circumstances you may be asked to provide proof of identity to access or use the Services and you agree that you may be denied access if you refuse to provide proof of identity. Ezygo expressly disclaims any liability arising from the unauthorised use of your User Account. You agree to immediately notify Ezygo in any event you become aware of any unauthorised use of your User Account. You may only create one User Account, unless expressly permitted by Ezygo in writing.

### 4. YOUR INFORMATION

Your information includes any information you provide or publish or post to or through the Services including information sent to other Users or through any Ezygo related Facebook, Twitter or other social networking posting. Our collection and use of your Personal Information in connection with the Services is as provided in Ezygo's Privacy Policy which can be found at the end of these Terms.

### 5. COMMUNICATION

By creating your User Account you agree to accept and receive communications from the Services, including by email, or text (SMS) or by phone to any number you have provided. You can opt out from receiving certain communications from us by emailing

[support@ezygo.co.nz](mailto:support@ezygo.co.nz) stating clearly the type of communication you no longer wish to receive eg email and/or text. Please note that even if you opt-out from receiving certain communications, you will still receive administrative communications from us in relation to your User Account activities. You acknowledge that opting out of receiving certain communications may impact on your use of the Services. Once we have received your request we will, as soon as reasonably practicable, comply with your request.

## 6. THIRD PARTY SERVICES AND PRODUCTS

The Services may contain links or access to third party services and products. You acknowledge that Ezygo does not own or control such third party services or products, and shall not be responsible or liable in any way for services, products or content of such third party providers. It is your responsibility to check the terms of use and privacy policies of third party providers before engaging in activity with them.

## 7. USE OF THE SERVICES BY PASSENGERS

As a Passenger and User you agree as follows:

- a. When you make a transport booking with a Third Party Transport Provider you can select from three vehicle service options – Standard, Premium or Van. The charges for each option can be found on the Ezygo Homepage [www.ezygo.co.nz](http://www.ezygo.co.nz). Prior to making a transport booking, the app will provide the estimated fare for the vehicle service option you select.
- b. There are two transport booking services. You can Book Now for on demand service or Prebook in advance for a future booking.
- c. Every transport booking is automatically allocated a Booking ID Number by Ezygo. The Booking ID Number will appear at the top of your Trip Receipt or Tax Invoice which is emailed to you once payment is completed. The Booking ID Number can be used as a reference for enquiries or feedback.
- d. You understand and agree that your use of the Services will result in charges to you for services you receive from Third Party Transport Providers. When you make a transport booking, you can select your preferred payment method from three payment options - cash, credit/debit card or wallet. The payment method you select will hereinafter be referred to as your Primary Payment Method. Other payment methods available in your User Account will be referred to as Secondary Payment Methods.
- e. Charges for transport bookings consist of a booking fee and minimum fare at the start of each trip plus incremental charges based on the distance travelled and trip duration. Extra charges will be applied when applicable. These may include charges for airport pick ups and drop offs. In the event you materially damage or soil a Third Party Provider's vehicle, you shall be responsible for the cost of repair to, or

necessary cleaning of Third Party Transport Provider's vehicle. You agree to pay a damage charge of up to \$150.00 depending on the extent of the damage (determined by the Third Party Transport Provider in his/her reasonable discretion) towards the vehicle's repair or cleaning. Any such damage charge will be included in the Total Fare charged. If you disagree with the amount of the damage charge, you can email [support@ezygo.co.nz](mailto:support@ezygo.co.nz) and provide the Booking ID Number as a reference.

- f. Once a transport booking has been completed, all applicable charges are due and immediately payable.
- g. If you selected cash as your Primary Payment Method, you must pay all applicable charges in cash directly to your Third Party Transport Provider when the transport booking has been completed.
- h. If you selected credit card or debit card as your Primary Payment Method, Ezygo will facilitate your payment of the applicable charges on behalf of your Third Party Transport Provider, in its capacity as the Third Party Transport Provider's limited payment collection agent. Payment of the charges in such manner shall be deemed the same as payment made directly by you to the Third Party Transport Provider.
- i. If you select wallet as your Primary Payment Method, Ezygo will facilitate your payment of all applicable charges from your in-app wallet to your Third Party Transport Provider's in-app wallet. Payment of charges in such manner shall be deemed the same as payment made directly by you to the Third Party Transport Provider.
- j. You may cancel your transport booking at any time prior to the arrival of your Third Party Transport Provider. In such cases a cancellation charge will not apply.
- k. A Third Party Transport Provider may cancel your transport booking under certain circumstances as set out below, and is entitled to payment of a cancellation charge. If a cancellation charge applies, you will receive notification through the application. The cancellation charge becomes immediately due and payable upon notification. A Third Party Transport Provider can cancel a transport booking under the following circumstances: (i) the Third Party Transport Provider has waited 5 minutes or more at your pick up address, but you fail to show or cannot be located; (ii) the Third Party Transport Provider considers in his/her sole discretion that you or others intending to travel with you are a risk to his/her safety or wellbeing. This includes being drunk and disorderly, abusive, violent or in any other condition the Third Party Transport Provider considers inappropriate or detrimental to his/her safety; (iii) there are too many passengers than the Third Party Transport Provider can legally carry in his/her vehicle; (iv) any other valid reason provided by the Third Party Transport Provider.
- l. In the event your Primary Payment Method cannot be collected by your Third Party Transport Provider or payment of charges fails and/or is determined to be expired, invalid or otherwise not able to be facilitated by Ezygo, you agree and authorise Ezygo to facilitate payment using a Secondary Payment Method available in your

User Account, including payment for any applicable cancellation charges due referred to in Clause 7k above. In the event a Secondary Payment Method fails and/or is determined to be expired, invalid or otherwise not able to be facilitated by Ezygo, you will be contacted by Ezygo to arrange payment. Your User Account may be temporarily restricted until payment in full is received.

- m. All charges will be inclusive of applicable taxes where required by law.
- n. Once payment has been completed, Ezygo will send a Trip Receipt or Tax Invoice to you by email, for and on behalf of your Third Party Transport Provider. Your receipt of Trip Receipts and Tax Invoices in such manner, shall be deemed the same as being received directly by you from your Third Party Transport Provider.
- o. Charges paid by you are final and non-refundable unless otherwise determined by Ezygo.
- p. Ezygo may at any time review, amend or introduce new charges at its sole discretion. The most current information in relation to the charges is provided on the website [www.ezygo.co.nz](http://www.ezygo.co.nz). You are responsible for checking the website at regular intervals to keep up to date with current charges. Your continued access and use of the Services after any amendment constitutes your agreement to such changes.
- q. Ezygo, at its sole discretion may make available promotional codes (Promo Codes) with different features to Users. Ezygo Promo Codes are one-time offers and may only be redeemed for credit via the Ezygo application. These Promo Codes, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Ezygo. Ezygo reserves the right to modify or cancel Promo Codes at any time and for any reason without liability to Ezygo. Promo Codes may expire prior to your use, may not be combined with other offers, may not be sold, are non transferable and not redeemable for cash.
- r. After payment has been completed for a transport booking, you can rate your Third Party Transport Provider and provide feedback in relation to your passenger experience. Any rating or feedback must be a fair and honest assessment, and must not include any inaccurate, defamatory or offensive feedback.
- s. You must not under any circumstances breach privacy laws or misuse any contact information or any other information you receive through the Service in relation to Third Party Transport Providers who provide transport services to you.
- t. You will refrain from doing anything that is damaging to the reputation of Ezygo.
- u. You will be civil and respectful at all times. You will not discriminate or harass anyone on the basis of race, religion, gender, physical or mental disability or sexual orientation or for any other reason. Other inappropriate behaviour such as sexual harassment is unlawful and will result in termination of your access to the Services.
- v. Any complaints in relation to the Services should be emailed to [complaint@ezygo.co.nz](mailto:complaint@ezygo.co.nz).

- w. For lost property enquiries, you should contact [support@ezygo.co.nz](mailto:support@ezygo.co.nz) advising relevant details and the Booking ID Number shown at the top of your Trip Receipt or Tax Invoice.

#### 8. USE OF THE SERVICES BY DRIVERS

As a Driver and User you agree as follows:

- a. You will strictly comply with all applicable laws in New Zealand in relation to the provision of passenger services.
- b. You will only provide transport services to Passengers, using the vehicle that has been registered and recorded with Ezygo in your User Account.
- c. You will ensure the vehicle is maintained at Certificate of Fitness standard at all times and kept in a clean and tidy condition.
- d. The vehicle owner will hold and keep current a comprehensive vehicle insurance policy for the duration of this Agreement.
- e. You will immediately cease providing transport services in any event that your Driver Licence, Passenger Endorsement (ID card), Vehicle License (Rego), Certificate of Fitness or Camera Test dates have expired AND you shall not provide transport services until you have renewed such requirements and provided the new expiry information to Ezygo.
- f. You must hold a valid insurance policy for the vehicle registered in your User Account for the duration of this agreement.
- g. As part of the Services, Ezygo will act as a limited payment collection agent on your behalf, solely for the purpose of facilitating payments from Passengers who select to make fare payments by credit card, debit card or wallet. You agree that Ezygo does not guarantee such payments and is not liable to account to you for any amounts that are not successfully received.
- h. You acknowledge that when a transport booking is made, Passengers can select from a number of payment options including billing to a credit card, debit card, cash or wallet. If a passenger selects payment by cash, you will receive an in-app notification advising the Passenger will be paying by cash. Before the trip starts it is your responsibility to check the Passenger has sufficient cash to pay for the transport booking. Ezygo assumes no liability whatsoever in any event that you fail to collect payment from a Passenger when the trip has been completed.
- i. On completion of payment, Ezygo will email a Trip Receipt or Tax Invoice to the Passenger on your behalf to the Passenger. For all intents and purposes, such Trip Receipts and Tax Invoices emailed to Passengers by Ezygo on your behalf shall be deemed to have been issued by you. A Trip Receipt or Tax Invoice will also be emailed to you.
- j. If a Passenger cancels a transport booking prior to your arrival at the pick up address, a cancellation charge shall not apply.

- k. You may cancel a transport booking under under certain circumstances. In such cases you are entitled to payment of a cancellation charge. You cannot cancel a transport booking until you have waited at least 5 minutes at the Passenger's pick up address. You may cancel a transport booking under the following circumstances: (i) you have waited 5 minutes or more at your pick up address, but you fail to show or cannot be located; (ii) you consider in your sole discretion that the Passenger or others intending to travel with the Passenger are a risk to your safety or wellbeing. This includes Passengers being drunk and disorderly, abusive, violent or in any other condition you consider inappropriate or detrimental to your safety; (iii) there are too many passengers than your vehicle can legally carry in accordance with the loading certificate for the said vehicle; (iv) any other valid reason you may have.
- l. In the event your vehicle is soiled or damaged by your passengers, you are entitled to payment of a damage charge of up to \$150.00 based on the extent of soiling or damage to your vehicle. The damage charge is due and payable when the transport booking is completed. You must use your discretion at the time to determine a fair and reasonable cost for the repair or cleaning of your vehicle. In all cases where a damage charge is charged, you must take a photograph of the soiling or damage caused by the passenger or passengers, which may be required for evidential reasons.
- m. From time to time Ezygo may provide promotional offers to Passengers such as credits or discounts which can be redeemed when Passengers make a transport booking. You agree to participate in promotional offers and further agree that Ezygo is under no obligation whatsoever to compensate or reimburse you for discounts redeemed by passengers.
- n. In exchange for granting you access and use of the Services, you agree to pay Ezygo an Administration Fee based on each transaction in which you accept to provide transport services. Ezygo in its sole discretion, reserves the right to set the rate of Administration Fees charged and may in its sole discretion review and change the rates based on market conditions or other factors. In the event of such change Ezygo will provide you reasonable notice. Your continued use of the Services after any such change shall constitute your agreement to such change.
- o. Payments received on your behalf by Ezygo in its capacity as your limited collection agent, shall be processed by Ezygo and amounts due to you will be paid net of Ezygo's Administration Fee. You agree and authorise Ezygo to retain the Administration Fees due from the amounts due to you. In any event you have insufficient funds from payments received by Ezygo on your behalf, resulting in your Administration Fees becoming owing to Ezygo, you agree to pay the Administration Fees required upon request and in such manner advised by Ezygo.
- p. Ezygo reserves the right to withhold all or part of amounts due to you, in any event that you have attempted to abuse or defraud the Services, or if you have engaged in

any fraudulent or dishonest practice. This includes but is not limited to, cancelling a short fare booking request without a valid reason.

- q. You agree and authorise Ezygo to determine and set the fare structure in relation to all charges that apply to the provision of transport services. Ezygo may at any time, in its sole discretion, review and amend the fare structure and charges. Ezygo will provide you reasonable notice in the event of such change. Your continued access and use of the Ezygo Platform and Services after any amendment will constitute your agreement to such amendment.
- r. On completion of a booking you can rate your Passenger and provide feedback. All ratings and feedback must be a fair and honest assessment and must not include any inaccurate, defamatory or offensive feedback.
- s. You will at all times provide a professional, safe and friendly standard of service to all Passengers. Passengers will have the opportunity to rate your performance after you complete a transport booking. As a minimum standard you must maintain a 4 to 5 star rating for all transport bookings completed. Ezygo may suspend or deny you access to the Services if you receive a low rating (less than 4 star) or feedback which Ezygo considers in its sole discretion is detrimental to the Service and Ezygo's goal to deliver a positive customer experience to all passengers.
- t. You will be civil and respectful at all times. You will not discriminate or harass anyone on the basis of race, religion, gender, disability or sexual orientation or for any other reason. Other inappropriate behaviour such as sexual harassment is unlawful and will result in termination of your access to the Services.
- u. You must not under any circumstances breach privacy laws or misuse any contact information or any other information you receive through the Service in relation to Passenger bookings.
- v. You accept that Ezygo is not responsible for the behaviour, actions or inactions of Passengers. Any decision by you whether or not to pick up a Passenger and/or any other persons is at your sole discretion. You must use common sense and consider cancelling any booking request where Passengers and/or other persons present as being abusive, violent, disorderly, intoxicated or in any other condition that you consider is inappropriate or detrimental to your safety or wellbeing. In such cases if you decide to cancel the booking, you must also provide the reason in-app for such cancellation.
- w. You will refrain from doing anything that is damaging to the reputation of Ezygo.

## 9. NETWORK ACCESS AND DEVICES

Ezygo does not guarantee that the Service will function on any particular hardware or devices, nor that it will do so without interruption, delay or malfunction. Users are solely responsible for obtaining data network access and compatible hardware and devices



necessary to access and use the Service. All data, messaging costs and other such costs which may apply to your use of the Service shall be the responsibility of Users.

#### 10. PROHIBITED ACTIVITIES

You may not:

- a. use the Service for any unlawful purpose, or
- b. interfere with or disrupt the Service, or the systems, servers or networks connected to the Service and Ezygo Platform, or
- c. attempt to gain unauthorised access to impair any aspect of the Services or its systems, servers or networks
- d. use the Service in any way that interrupts, damages, destroys, impairs, renders or limits the functionality of the Service, or
- e. transfer files that contain viruses, trojans or any other harmful programs, or
- f. access or attempt to access the accounts of other Users or penetrate or attempt to penetrate any security measures, or
- g. remove any copyright, trademark or any other proprietary notices from any portion of the Services; or attempt to copy, reproduce, modify, reverse engineer, disassemble, decompile or create derivatives works based upon the Services; or attempt to gain unauthorised access to impair any aspect of the Services or its related systems or networks, or
- h. post information or interact when using the Service in a manner which is false, inaccurate, misleading, defamatory, libellous, threatening, harassing, abusive, offensive, sexually oriented, or illegal, or
- i. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunication equipment or surreptitiously intercept or expropriate any system, data or personal information: or
- j. use the Services in any way that infringes on any third party's rights, including but not limited to intellectual property rights, copyright, patent, trademark, trade secrets or other proprietary rights or rights of publicity or privacy; or
- k. Sell or transfer your User Account or password to any other person or entity.

#### 11. OWNERSHIP AND INTELLECTUAL PROPERTY

All copyright, trademarks (registered or unregistered), design rights and other intellectual property rights including Ezygo's company name, trade names, logos and products in the Services belong to Ezygo (or its licensors). Your use of the Services grants you no rights or licence to use any copyright, trademarks, design rights, Ezygo's company name, logos or products owned or controlled by Ezygo, other than the non-transferable, personal right to use the Service in accordance with these Terms.

## 12. DISCLAIMER

The Service is provided on an “as is” and “as available” basis. To the fullest extent allowed under applicable law, Ezygo expressly disclaims all representations and warranties of any kind with respect to the Service, whether express or implied, including but not limited to, any and all warranties of merchantability or fitness for a particular purpose and non-infringement. In addition, Ezygo makes no representation or guarantee (i) regarding the reliability, timeliness, quality or availability of the Service; (ii) that your use of the Service will be free from any interruptions, delays, inaccuracies, errors, or omissions; (iii) that any defects in relation to the Service will be corrected or the Service is secure or free of viruses or other such harmful components. Ezygo does not guarantee the quality, performance, safety or ability of third party transport providers. Users acknowledge and accept that use of the Service is at your own risk.

## 13. LIMITATION OF LIABILITY

Ezygo, its officers, employees, directors, suppliers, representatives and agents will not be liable for any damages arising from the transactions between Drivers and Passengers and for any issues related to transportation services. Drivers are for all intents and purposes independent third party transport providers and are not agents or employees of Ezygo. Ezygo is not liable for any acts, errors, omissions, representations, warranties, breaches or negligence of independent third party transport providers or for personal injury, property damage, or other damages or costs resulting therefrom. Ezygo has no liability and will make no refund in relation to any delay, cancellation or any other cause beyond its direct control. To the extent permitted by law, in no event will Ezygo or its officers, employees, directors, suppliers, representatives and agents be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages, loss of revenue, profits, goodwill, use, data, lost opportunities, business interruptions or other intangible losses (even if such parties were advised or know or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use, or inability to access or to use the Service. If you are not satisfied with any part of the Service or these Terms, your sole and exclusive remedy is to discontinue use of the Service. Ezygo’s total liability to you for all claims arising from or related to the Service shall not exceed \$200. Without limiting the foregoing, under no circumstances shall Ezygo, its officers, employees, directors, suppliers or agents be held liable for any delay or failure of performance resulting directly or indirectly from any cause beyond our reasonable control, including but not limited to internet failures, computer equipment failure, telecommunication failures or non-performance of third parties.

#### 14. INDEMNITY

You agree to indemnify, defend and hold harmless Ezygo and its officers, directors, employees, suppliers, representatives and agents from any and all claims, demands, liabilities, damages, losses, costs, expenses and fees (including legal fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Service or services obtained from your use of the Service; (ii) your breach or violation of these Terms; (iii) your violation of the rights of any third party, including third party transport providers; (iv) any content you submit to the Service; or (v) any viruses, trojan horses, worms, spyware, malware or other such harmful input by you to the Service.

#### 15. DISPUTES

In the event of any dispute arising out of or in connection with the Service, the parties will first seek to resolve the dispute through discussion. If the dispute cannot be resolved by discussion within 14 days or other such agreed timeframe, the parties may seek to resolve the dispute through legal remedies which may include either party giving notice to the other ("Dispute Notice"), stating the subject matter and details of the dispute to be referred to a mediator to be appointed by the parties. The dispute shall be referred to and finally resolved by arbitration in Auckland, New Zealand in accordance with New Zealand law and the current protocol of the Arbitrators' & Mediators' Institute of NZ Inc. The arbitration shall be conducted by one mediator to be agreed upon by the within 21 days from the date of the "Dispute Notice." In the event that the parties cannot agree on a mediator, then a mediator shall be appointed by the President of the Arbitrators' & Mediators' Institute of NZ Inc.

#### 16. ENTIRE AGREEMENT

This Agreement and any document expressly referred to in it form the entire agreement between you and Ezygo and supersede any prior agreement or arrangement between you and Ezygo, whether oral or in writing.

#### 17. ASSIGNMENT

These Terms are personal to you. You may not assign or transfer these Terms in whole or in part to any other person or entity. You acknowledge and agree that Ezygo may assign or transfer its rights or obligations or subcontract its obligations under these Terms to another entity. No joint venture, partnership, employment or agency relationship exists between the parties to this Agreement.

#### 18. NO WAIVER

In any event you breach these Terms and Ezygo takes no action against you, we will still be entitled to exercise our rights and remedies in any other situation where you breach these Terms.

#### 19. SEVERABILITY

If any part of these Terms are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall continue to apply.

#### 20. TERM AND TERMINATION

This Agreement is effective upon your creation of a User Account. You may terminate your use of the Services at any time, for any reason by deleting your User Account. Ezygo reserves the right to temporarily suspend, deactivate or restrict your access to the Services, or terminate your access to the Services at any time with or without notice, if we have reasonable grounds that you have committed a breach of these Terms. These Terms shall survive termination and shall not limit our rights to take other action against you in relation to any breach committed by you prior to termination.

#### 21. AMENDMENT

Ezygo reserves the right to amend these Terms at any time, effective upon posting the amended terms in-app and on the website [www.ezygo.co.nz](http://www.ezygo.co.nz). The amended Terms will apply from the date posted. Notification will at a minimum be by revising the “Last Updated” date at the top of this Agreement. It is your responsibility to regularly check the “Last Updated” Terms. Your continued access and use of the Services constitutes your acceptance of the changes and your consent to be bound by the amended Terms. If you do not agree with the amended Terms you must immediately delete your User Account.

#### 22. NOTICES

Any notice to be delivered by Ezygo to you under this agreement will be delivered to your current email address provided in your User Account. Any notice delivered by you to Ezygo under this Agreement will be delivered by you by emailing Ezygo at [info@ezygo.co.nz](mailto:info@ezygo.co.nz). Such notice shall be deemed given immediately upon sending.

#### **EZYGO PRIVACY POLICY**

Last Updated 15 March 2019

This Privacy Policy sets out how Ezygo collects, uses and stores your Personal Information, and how you can access and change your Personal Information, and how to make a

complaint when you use the Ezygo mobile application, website and associated services, referred to collectively as the Services. In this policy, Personal Information means the same as it does in the Privacy Act 1993, which is information about an identifiable individual. For example this type of information could include your name, address, contact details, age and gender. Other terms that have capital letters in this policy carry the same meaning as in the Ezygo Terms Of Use.

Please take note that the Services are not directed for use by persons under the age of 18 years. We do not knowingly collect information from persons under the age of 18 years old. We require all Users to represent that they are at least 18 years old when they create a User Account. If we subsequently learn that a User is under the age of 18 years, we will deactivate that person's User Account and take steps to remove that User's information from our databases.

## **HOW WE COLLECT PERSONAL INFORMATION ABOUT YOU**

When you use the Services, we may collect the following types of Personal Information from and/or about you.

### **PASSENGERS**

- Registration information such as name, user name, email, contact phone number(s).
- Booking information including transport booking requests, date and time of such requests, cancellations and other related booking activity.
- Billing details such as method of payment and amount charged and paid in relation to transport bookings.
- Location data in relation to transport bookings including pick up and drop off locations
- Rating information and/or feedback where Drivers rate you as a Passenger.
- Email communications and phone or text (SMS) communications including enquiries, feedback, complaints and any other information you provide us.
- Any information we may collect when you interact with third party networking features such as Facebook, Twitter and Instagram. These features may be integrated in our website. If you use these features we may have the ability to obtain certain information about you from your social networking profile.
- Any other information you may transmit, receive or choose to provide, or any other information you could reasonably expect us to collect in the course of our business operations when you use the Services.

### **DRIVERS**

- Registration Information such as name, user name, email, contact phone number(s), profile photo (if provided) and any other information you provide during the Registration process.
- Vehicle and licensing information you provide during the registration process.
- Transport booking requests you accept from Passengers, cancellations, other related booking activity and payment transactions.
- Work time information such as date and time you log on and log off, and also break details.
- Account information in relation to transport bookings requests you accept, booking cancellations, other related booking activity and information in relation to Administration Fees.
- Location data in relation to transport booking requests you accept including the date and time of such booking requests, pick up and drop off locations.
- Rating information and/or feedback where other Users rate you as a Driver.
- Email communications and phone or text (SMS) communications including enquiries, feedback, complaints and any other information you provide.
- Any information we may collect when you interact with third party networking features such as Facebook, Twitter and Instagram. These features may be integrated in our website and application. If you use these features we may have the ability to obtain certain information about you from your social networking profile.
- Other information you transmit, receive or choose to provide, or any other information you could reasonably expect us to collect in the course of our business operations when you use the Services.

#### VISITORS

- Email communications and phone or text(SMS) communications including enquiries, feedback, complaints and any other information you provide us.
- Any information we may collect when you interact with third party networking features such as Facebook, Twitter and Instagram. These features may be integrated in our website. If you use these features we may have the ability to obtain certain information about you from your social networking profile.

#### **OTHER INFORMATION WE MAY COLLECT FROM YOU OR ABOUT YOU**

- From time to time we may offer you opportunities to participate in competitions, giveaways and promotions. Any information provided in connection with competitions, giveaways and promotions will be subject to specific terms of the applicable promotion. You will be given the option to consent to the use your

Personal Information (at the time you sign up for a promotion). You are under no obligation to participate in any promotion.

- From time to time we may offer you the ability to tell a friend about Ezygo. If you choose to use this feature, your friends may receive an invitation to use the Services and/or download the application.

## **HOW WE USE YOUR PERSONAL INFORMATION**

Our primary purpose in collecting Personal Information is to provide you with the Services or perform other necessary business functions and activities. We may use your Personal Information for some or all of the following purposes. Please note that not all of the uses below will be relevant to every individual.

- Manage our internal business operations and improve the Services provided to you;
- Enforce and apply our Terms Of Use.
- Facilitate transport arrangements between Passengers and Drivers;
- Provide the Services, customer support and respond to communications from you in relation to enquiries, feedback and complaints;
- Maintain your User Account including administering any reward programmes and/or promotions or other offers that may be associated with you User Account;
- Process payment transactions and send receipts to you;
- Maintain Driver account information and collect Driver Administration Fees;
- Provide you with marketing communications and information about our services, special offers, promotions and competitions. This may also include marketing communications on social media platforms (including Facebook) used by you;
- Investigate complaints and manage dispute processes;
- Perform internal operations to prevent potentially prohibited or illegal activities such as fraud and/or abuse of the Service;
- Send you service updates, notices, information and other communications we think will be of interest to you.

By providing your email address and mobile contact phone number, you consent to receiving emails and/or SMS text messages in relation to the Services, including marketing communications to keep you up to date with the latest news, special offers, promotions and competitions. You can opt out from receiving marketing communications from us by emailing [info@ezygo.co.nz](mailto:info@ezygo.co.nz) stating clearly the type of communication you no longer wish to receive eg email and/or text. Please note that even if you opt-out from receiving marketing communications, you will still receive administrative communications from us in relation to your User Account activities. Once we have received your request we will, as soon as reasonably practicable, comply with your request.

Any information that is part of your profile on a third party social network (such as Facebook) and that you allow the third party social network to share with us (example

name, email, address, gender, birthday, profile picture and any other information you allow to be shared), we may use this information to match information with a social network for advertising purposes. You can explore opt out options they may provide for targeted advertising.

#### **HOW WE SHARE PASSENGER PERSONAL INFORMATION WITH DRIVERS**

All Drivers available through the Services are for all intents and purposes independent third party transport providers. Ezygo does not control the policies and actions of such third party transport providers. The Services are designed to connect Drivers with you, a seeker of transportation services. To process your bookings we must share some of your Personal Information with the Driver who is providing the transport service to you. To complete a booking, we must provide your name, pickup location and destination, time of pickup, and mobile phone number to the Driver. By placing a booking, you hereby authorise us to share all relevant booking-related information with the Driver who accepts your booking, to enable such Driver to provide you the transport service requested.

It is important to note that this Privacy Policy addresses only our use and disclosure of information we collect from and/or about you. When you authorise us to disclose information to Drivers, the use and disclosure restrictions contained in this Privacy Policy will not apply to them. We will not be responsible in any event a Driver misuses your information for any reason. We do not control the privacy policies or actions of third parties, including Drivers. In any such event you should contact us to report any misuse of your information so we can investigate and take any necessary action in relation to the Driver, which may include terminating the Driver's access to the Services.

#### **HOW WE SHARE PERSONAL INFORMATION WITH OTHER THIRD PARTIES**

In addition to the ways we share Personal Information with Drivers, we may share your Personal Information with other third parties as follows:

- We may engage other third parties to perform functions to help with parts of our business operations, including but not limited to fraud prevention, technology services, hosting and maintenance, database storage and management, credit card payment processing and marketing activities including digital marketing (for the purpose of targeting on social media). They may have access to your Personal Information, but only to the extent necessary or useful to perform these functions for us, and only pursuant to agreement with such third parties requiring they maintain privacy and security of your information.
- Where we are required to do so by law, court order or other legal process, or as requested by a government or law enforcement authority;
- To enforce our Terms Of Use and/or for legal proceedings where you have committed a serious breach of the Terms.



- Information about Users including Personal Information will be disclosed as part of any merger or acquisition of all or a portion of our business by or into another company or entity, sale of company assets as well as in the event of insolvency, bankruptcy or receivership.

We may release your Personal Information in good faith for legal enforcement purposes where it is considered appropriate and necessary to comply with a legal process or authority; to collect amounts owed to us; to protect our rights, or personal safety of Users, our officers, employees, staff, representatives or the public; or if we reasonably believe that an emergency involving immediate danger or physical injury to any person requires disclosure of Personal Information and/or records without delay. This may include sharing information with other companies, lawyers, courts, law enforcement authorities or other government agencies.

Except as set out above, Ezygo will not sell or rent any of your Personal Information to third parties in the normal course of business operations and only shares your Personal Information with third parties as described in this Privacy Policy.

#### **INFORMATION YOU DISCLOSE TO THIRD PARTIES**

This Privacy Policy addresses our use and disclosure of information we collect from and/or about you through the Services. If you disclose information to others, different rules may apply to their use or disclosure of the information you disclose to them. The use and disclosure restrictions contained in this Privacy Policy will not apply to any third party. We do not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable.

The Services may contain links to other websites that are not under our control. These websites may use cookies. It is the responsibility of those third parties to collect appropriate consents from you in order to permit their own cookies (to the extent this is required by law) and to inform you about the cookies they use. You should check the privacy policy on all third party websites to ensure you are comfortable with third party cookies. We have no responsibility for linked websites, and provide them solely for your information and convenience. We specifically disclaim responsibility for their content, privacy practices and terms of use, and we make no endorsements, representations or warranties about their accuracy, content or thoroughness. Your disclosure of Personal Information to third party websites is at your own risk and we recommend you take care to check the privacy policies of these third parties prior to providing them with your Personal Information.

#### **STORAGE AND SECURITY OF PERSONAL INFORMATION**

Ezygo takes reasonable measures to keep your Personal Information secure and to protect it from unauthorised access, modification, disclosure and from misuse and loss. Ezygo limits access to your Personal Information to its authorised officers and staff who are provided access to your Personal Information in order to do their jobs, and in accordance with our privacy practices.

Your Personal Information may be transferred to and/or maintained on computer networks located outside New Zealand (In Australia and United States ), by third parties engaged by Ezygo to perform functions to help manage parts of our business operations and/or to be stored by them in such countries. We do not authorise them to use your Personal Information for any purpose that is inconsistent with this Privacy Policy and they are bound by agreement with us to maintain privacy and security of your Personal Information.

We do not store any of your credit card details on any of our servers. Your credit cards details are processed directly to our third party payment provider, a certified tier-one PCI DSS compliant processing company. All credit card information is protected during transmission by Secure Socket Layer (SSL) protocol, which encrypts your information when transmitted over the internet.

### **HOW YOU CAN ACCESS AND CHANGE YOUR PERSONAL INFORMATION**

You can review your Personal Information and make any necessary changes, at any time by logging in to your User Account. You can edit your details in your Profile.

You can request Personal Information that Ezygo holds about you by contacting [info@ezygo.co.nz](mailto:info@ezygo.co.nz). Depending on the nature of your request, Ezygo may charge a fee for providing such information, however any such charge will not be excessive.

If you believe any Personal Information Ezygo holds about you is inaccurate, incorrect or out of date, you can contact us [info@ezygo.co.nz](mailto:info@ezygo.co.nz) to update and/or correct your information.

You may request deletion of your Personal Information by us, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time), in which case we will comply with your deletion request only after we have fulfilled such requirements.

### **HOW TO MAKE A COMPLAINT**

If you are concerned about a possible interference with your privacy or misuse of your personal information, please contact us in the first instance by emailing [support@ezygo.co.nz](mailto:support@ezygo.co.nz) marking the subject heading of your email. We may discuss your complaint with our staff and our service providers and others as appropriate. We will investigate the matter and attempt to resolve it in a timely way and inform you in writing about the outcome.

### **CHANGES TO PRIVACY POLICY**

We may amend this Privacy Policy from time to time and notification of changes will be by posting an updated version in-app and on the website. Your continued use of the Services following any updates constitutes your acceptance of this policy as amended. We encourage you to regularly review the Privacy Policy to keep up to date with our current practices.