

# Terms and Conditions

May 10th, 2018

These terms and conditions (“**User Terms**”) apply to your visit to and your use of our websites for online ground transportation booking (the “**Websites**”), the Service (as defined below), as well as to all information, recommendations and/or services provided to you on or through the Websites and the Service.

The Websites are collection of all websites in direct ownership of company ENERGIUS OÜ given at web addresses: www.limos4.net, www.limos8.com, www.limos4germany.com, including all local websites for individual cities mentioned below.

PLEASE READ THESE USER TERMS CAREFULLY BEFORE USING OUR SERVICE THROUGH THE WEBSITES.

## Limos4, Limos8 and Limos4Germany are brand names of ENERGIUS OÜ

Your contracting partner is ENERGIUS OÜ (Narva mnt. 5, 10117 Tallinn, Estonia), a privately owned company established and registered at the Estonian Chamber of Commerce under number 12876246. In further text ENERGIUS OÜ.

Limos4 and Limos8 are sub-brands of ENERGIUS OÜ and as such cover all major cities in Europe, Middle East and USA with ground transportation service including: Abu Dhabi, Amsterdam, Athens, Bahrain, Barcelona, Belgrade, Berlin, Bratislava, Brussels, Bucharest, Budapest, Cape Town, Copenhagen, Doha, Dubai, Dublin, Düsseldorf, Edinburgh, Frankfurt, Geneva, Gothenburg, Hamburg, Helsinki, Istanbul, Jerusalem, Johannesburg, Krakow, Kuwait City, Lisbon, Ljubljana, London, Luxembourg, Madrid, Malmö, Milan, Minsk, Monaco, Moscow, Munich, Muscat, Nice, Oslo, Palma de Mallorca, Paris, Prague, Pretoria, Riga, Riyadh, Rome, Salzburg, Sofia, St. Petersburg, Stockholm, Tel Aviv, Vienna, Vilnius, Warsaw, Zagreb, Zurich for which ENERGIUS OÜ has established dedicated local websites to customize the offer according to the geographical area.

Limos4Germany is sub-brand of ENERGIUS OÜ and as such cover all cities in Germany.

## What services does ENERGIUS OÜ provide?

ENERGIUS OÜ offers information and means to obtain transportation services offered by third party transportation providers, chauffeurs or vehicle operators (the “**Transportation Provider**”), which may be requested through the use of a website supplied by ENERGIUS OÜ. All services provided by ENERGIUS OÜ to you by means of your use of the Websites are hereafter referred to as the “**Service**”.

## How is a contract concluded between ENERGIUS OÜ and you?

By using the Service, you enter into a contract with ENERGIUS OÜ (the “**Contract**”). In order to be able to use the Websites or Service, you first need to agree to the terms and conditions of ENERGIUS OÜ. When requesting an offer from ENERGIUS OÜ or making a reservation for ground transportation, you are obligated to provide ENERGIUS OÜ with your personal information, mobile telephone number and credit card data.

You have to be 18 years of age or older to use the Service of ENERGIUS OÜ. If you reside in a jurisdiction that restricts the use of the Service or the Websites because of age, or restricts the ability to enter into contracts such as this one due to age, you must abide by such age limits and you must not use the Service. You represent that if you are an individual, you are of legal age to enter into a binding contract, or that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these User Terms and register for the Service.

## The Service

The Websites allow you to send a request for transportation service to a Transportation Provider through ENERGIUS OÜ infrastructure and call center.

For the avoidance of doubt: ENERGIUS OÜ itself does **not** provide transportation services, and ENERGIUS OÜ is not a transportation carrier. It is up to the Transportation Provider to offer transportation services, which may be requested through the use of the Service. ENERGIUS OÜ only acts as intermediary between you and the Transportation Provider. The provision of the transportation services by the Transportation Provider to you is therefore subject to the agreement (to be) entered into between you and the Transportation Provider. ENERGIUS OÜ shall never be a party to such agreement.

## Your use of the Service

You warrant that the information you provide to ENERGIUS OÜ is accurate and complete. ENERGIUS OÜ is entitled at all times to verify the information that you have provided and to refuse the Service or use of the Websites without providing reasons.

You may only access the Service using authorized means. It is your responsibility to check to ensure you accessed the correct ENERGIUS OÜ website. ENERGIUS OÜ is not liable if you do not have a compatible device or if you access the wrong website for ground transportation. ENERGIUS OÜ reserves the right to terminate the Service should you be using the Service with an incompatible or unauthorized device.

By using the Websites or the Service, you further agree that:

- You will not assign or otherwise transfer your account information to any other person or legal entity;
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- You will not use the Service or the Websites for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
- You will not use the Service or the Websites to cause nuisance, annoyance or inconvenience;
- You will not impair the proper operation of the network;
- You will not try to harm the Service or the Websites in any way whatsoever;
- You will not copy, or distribute the Websites or other ENERGIUS OÜ Content without written permission from ENERGIUS OÜ;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
- You will provide us with whatever proof of identity we may reasonably request;
- You are aware that when requesting transportation services by telephone, standard charges will apply;
- You will not use the Service or the Websites with an incompatible or unauthorized device;
- You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Websites or Service.
- ENERGIUS OÜ reserves the right to immediately terminate the Service and the use of the Websites should you not comply with any of the above rules.

## Payment

The use of the Websites and the Service is free of charge. ENERGIUS OÜ reserves the right to introduce a fee for the use of the Websites and/or the Service. If ENERGIUS OÜ decides to introduce such a fee, ENERGIUS OÜ shall inform you accordingly and allow you to either continue or terminate the Contract.

The rates that apply for the transportation services by the Transportation Provider can be either found on the Websites or will be communicated to you upon request through the contact forms on the Websites. All rates may be modified or updated by ENERGIUS OÜ at any time. It is your own responsibility to remain informed about the current rates for the transportation services.

There are two main ways to pay for all transportation services:

1. ENERGIUS OÜ shall charge you for the transportation services provided to you by the Transportation Provider on behalf of the Transportation Provider.
2. The Transportation Provider charge you for the transportation services.

You agree that you will pay for all transportation services you purchase from the Transportation Provider, and that ENERGIUS OÜ or the Transportation Provider may charge your credit card account as provided by you when registering for the Service for the transportation services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing ENERGIUS OÜ with a valid credit card account for payment of all fees at all times. All payment made are refundable with compliance to cancellation and late fees.

ENERGIUS OÜ and the Transportation Provider use a third-party payment processor (the “**Payment Processor**”) to link your credit card account to the Websites and Service. The processing of payments or credits, as applicable, in connection with your use of the Websites and Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. ENERGIUS OÜ is not responsible for any errors by the Payment Processor.

In connection with your use of the Services, ENERGIUS OÜ will obtain certain transaction details, which ENERGIUS OÜ will use solely in accordance with its Privacy and Cookie Notice.

In case the service price is presented in local currency, please note the payment will be executed in Euros (€) according to the current European Central Bank reference exchange rates. It is also possible to pay for the transportation services by invoice. Bank transfer payments are to be executed at least 10 work days prior to the service. This option is only available for known and trustable Users of ENERGIUS OÜ. ENERGIUS OÜ is not obliged to provide this payment option to you at any time.

## Indemnification

By accepting these User Terms and using the Websites or Service, you agree that you shall defend, indemnify and hold ENERGIUS OÜ, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including Transportation Providers arranged via the Websites, or (c) your use or misuse of the Websites or Service.

## Liability

The information, recommendations and/or services provided to you on or through the Website, the Service is for general information purposes only and does not constitute advice. ENERGIUS OÜ will reasonably keep the Websites and its contents correct and up to date but does not guarantee that (the contents of) the Websites are free of errors, defects, malware and viruses or that the Websites are correct, up to date and accurate.

ENERGIUS OÜ shall not be liable for any damages resulting from the use of (or inability to use) the Websites (but to the exclusion of death or personal injury), including damages caused by malware, viruses or any incorrectness or incompleteness of the Information or the Websites, unless such damage is the result of any willful misconduct or from gross negligence on the part of ENERGIUS OÜ.

ENERGIUS OÜ shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Websites, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Without prejudice to the foregoing, and insofar as allowed under mandatory applicable law, ENERGIUS OÜ's aggregate liability shall in no event exceed an amount of EUR 500 or, where applicable, the equivalent of that amount in the currency used by you for the payment of the transportation services to the Transportation Provider.

The quality of the transportation services requested through the use of the Websites or the Service is entirely the responsibility of the Transportation Provider who ultimately provides such transportation services to you. ENERGIUS OÜ under no circumstance accepts liability in connection with and/or arising from the transportation services provided by the Transportation Provider or any acts, actions, behavior, conduct, and/or negligence on the part of the Transportation Provider. Any complaints about the transportation services provided by the Transportation Provider should therefore be submitted to the Transportation Provider.

## Restrictions and Copyright Policy

For the purpose of these User Terms, the following definitions apply:

**“Content”** means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound, illustrations, music, software, opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials.

**“ENERGIUS OÜ Content”** means Content owned or used by ENERGIUS OÜ, its affiliates or licensors and made available through the Websites, Service, including any Content licensed from a third party, but excluding User Content.

**“User”** means a person who accesses or uses the Service or the Websites.

**“User Content”** means Content that a User posts, uploads, publishes, submits or transmits to be made available on the Website or through the Service.

**“Collective Content”** means, collectively, ENERGIUS OÜ Content and User Content.

Subject to your compliance with these User Terms, ENERGIUS OÜ grants you a limited, non-exclusive, non-transferable license:

- to view, download and print any ENERGIUS OÜ Content solely for your personal and noncommercial purposes; and
- to view any User Content to which you are permitted access solely for your personal and noncommercial purposes.
- You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Website, Service, or Collective Content, except as expressly permitted in these User Terms. You may not reuse any Collective Content without first obtaining the written consent of ENERGIUS OÜ. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ENERGIUS OÜ or its licensors, except for the licenses and rights expressly granted in these User Terms.

## License Granted by User

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Website or through the Service or the Websites. User Content will be deemed non-confidential and non-proprietary. Accordingly, ENERGIUS OÜ shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world ("**License Grant**").

You acknowledge that ENERGIUS OÜ only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. ENERGIUS OÜ shall not be continuously monitoring User Content published by you or moderating between Users, nor shall ENERGIUS OÜ be under an obligation to do so. Without limiting the foregoing, you acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of ENERGIUS OÜ.

Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and do not contain any defamatory or disparaging statements. Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.

You agree to indemnify and keep ENERGIUS OÜ, its affiliates and licensors indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by ENERGIUS OÜ or its affiliated companies related to any User Content posted or transmitted by you or your other use of the Website, the Service.

ENERGIUS OÜ reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which ENERGIUS OÜ believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to ENERGIUS OÜ.

You agree to promptly notify ENERGIUS OÜ in writing of any User Content which breaches these User Terms. You agree to provide to ENERGIUS OÜ sufficient information to enable ENERGIUS OÜ to investigate whether such User Content breaches these User Terms. ENERGIUS OÜ agrees to make good faith efforts to investigate such complaint and shall take such action as ENERGIUS OÜ in its sole discretion decides. However, ENERGIUS OÜ does not warrant or represent that it will block or remove (in whole or in part) such user Content.

## Copyright Policy

ENERGIUS OÜ respects copyright law and expects its users to do the same. It is ENERGIUS OÜ's policy to terminate in appropriate circumstances Users or other account holders who (repeatedly) infringe or are believed to be (repeatedly) infringing the rights of copyright holders.

## Intellectual Property Ownership

ENERGIUS OÜ alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website or the Service.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Website or the Service, or any intellectual property rights owned by ENERGIUS OÜ. ENERGIUS OÜ's name, logo, and the product names

associated with the Websites and Service are trademarks of ENERGIUS OÜ, its affiliated companies or third parties, and no right or license is granted to use them.

## Third Party Interactions

During the use of the Website and the Service, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods or services from, participate in promotions of third parties. These links take you off the Website and the Service and are beyond ENERGIUS OÜ's control.

During use of the Website and the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the Website or Service. These links take you off the Website and the Service and are beyond ENERGIUS OÜ's control. The websites you can link to have their own separate terms and conditions as well as a privacy policy. ENERGIUS OÜ is not responsible and cannot be held liable for the content and activities of these websites. You therefore visit or access these websites entirely at your own risk.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

## Term and termination of the contract

The Contract between ENERGIUS OÜ and you is concluded for an indefinite period.

You are entitled to terminate the Contract at all times. ENERGIUS OÜ is entitled to terminate the Contract at all times and with immediate effect (by disabling your use of the Websites and the Service) if you: (a) violate or breach any term of these User Terms, or (b) in the opinion of ENERGIUS OÜ, misuse the Websites or the Service. ENERGIUS OÜ is not obliged to give notice of the termination of the Contract in advance. After termination ENERGIUS OÜ will give notice thereof in accordance with these User Terms.

Should the customer cancel the contract or should he not resign without taking the performance of our company claim, Transportation Provider or ENERGIUS OÜ shall be entitled to demand a reasonable compensation for arrangements and planning. This is true even if the customer is not at fault. ENERGIUS OÜ is entitled to estimate sum compensation. Decisive for the cancellation is a cancellation receipt by email or telephone. Cancellations are only on weekdays between 08:00 – 20:00 accepted. If the agreed service, without the written cancellation, is not claimed, the user has to pay the agreed price without deductions.

## Cancellation Policy

### **Sedan, business van/SUV and minibus service:**

If the service is cancelled up to 48 hours prior to the pickup time there is no cancellation fee.

If the service is cancelled between 48 and 24 hours prior to the pickup time cancellation fee is 50% of the agreed amount for the booking.

If the service is cancelled within less than 24 hours to the pickup time full charge is to be applied.

### **Coach service:**

If the service is cancelled up to 5 days prior to the pickup time there is no cancellation fee.

If the service is cancelled between 5 days and 3 days prior to the pickup time cancellation fee is 50% of the agreed amount for the booking.

If the service is cancelled within less than 3 days to the pickup time full charge is to be applied.

### **All vehicles:**

In case of cancellation or rebooking while the chauffeur is already on the way to the pickup location and/or there is less than an hour remains until the start of the journey the full fare is to be charged.

If the distance or number of hours is less than originally booked, the price remains unaffected. Short-term changes cannot be guaranteed by ENERGIUS OÜ.

ENERGIUS OÜ shall not be responsible and cannot be held liable if, due to shortened availability, the vehicle sent to pickup venue differs in color and model from the vehicle selected by the customer.

## Pickup instructions

**Airport pickup** - Our chauffeur would meet and greet the passenger(s) at the airport arrival terminal holding a name board sign and ready to assist with the luggage.

If unable to locate the chauffeur, please call us on +44 2030 516 803; +49 89 38 03 78 26; +34 931 816 364 or +45 89 88 14 24.

**All other collections** - Our chauffeur would meet the passenger(s) at the given pickup address.

At cruise ports, bus terminals and other public transportation ports, the chauffeur would wait with a name board sign in the nearest designated passenger pickup area.

If unable to locate your chauffeur, please call us on +44 2030 516 803; +49 89 38 03 78 26; +34 931 816 364 or +45 89 88 14 24.

In order to avoid a no-show fee, passengers should not leave designated meeting locations without notifying ENERGIUS OÜ, at +44 2030 516 803; +49 89 38 03 78 26; +34 931 816 364 or +45 89 88 14 24.

## Waiting time

**Airport pickup:** At most airports, price inclusive waiting time is from 45 - 60 minutes, except in Copenhagen, Geneva, Hamburg, Berlin, Düsseldorf and Zurich where 30 minutes of waiting is free of charge. Thereafter the additional waiting time is charged 100% of hourly rate agreed.

**Other locations:** Price-inclusive waiting time at other locations is 10 minutes. Thereafter the additional waiting time is charged 100% of hourly rate agreed.

## Terms and conditions of transportation of passengers and luggage

When requesting an offer from ENERGIUS OÜ or making a reservation for ground transportation, you are obligated to provide ENERGIUS OÜ with precise and accurate information regarding the number of passengers and the number and size of luggage. ENERGIUS OÜ reserves the right to provide an appropriate Service and vehicle according to the customer's description of volume of luggage and passengers. By accepting an offer from ENERGIUS OÜ, you agree to use the Service and vehicle as quoted by ENERGIUS OÜ.

Should the customer amend the number of passengers and/or luggage without timely notice to ENERGIUS OÜ and official confirmation of amended Service from ENERGIUS OÜ was not provided afterwards, ENERGIUS OÜ shall not be responsible and cannot be held liable for the inconveniences or additional expenses the customer would be exposed to.

ENERGIUS OÜ shall not be responsible and cannot be held liable if the number of passengers and/or luggage exceeds the number of passengers and/or luggage originally booked by customer and confirmed by ENERGIUS OÜ.

In case of cancellation or rebooking due to larger amount of passengers and/or luggage, the full fare for already booked vehicle is to be charged.

ENERGIUS OÜ is not responsible for lost or damaged items left in the vehicles. ENERGIUS OÜ reserves the right to charge a delivery fee for returning lost items if found.

## Invalidity of one or more provisions

The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms.

If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties instead that is acceptable considering all the circumstances and which corresponds with the provisions of the void part as much as possible, taking into account the content and the purpose of these User Terms.

## Modification of the Service and User Terms

ENERGIUS OÜ reserves the right, at its sole discretion, to modify or replace any of these User Terms, or change, suspend, or discontinue the Service or Websites (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Website or by sending you notice through the Service or via email. ENERGIUS OÜ may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

## Notice

ENERGIUS OÜ may give notice by means of a general notice on the Service or the Websites, or by electronic mail to your email address on record in ENERGIUS OÜ's account information, or by written communication sent by regular mail to your address on record in ENERGIUS OÜ's account information.

## Assignment

You may not assign your rights under these User Terms without prior written approval of ENERGIUS OÜ.

## Privacy and Cookie Notice

ENERGIUS OÜ collects and processes the personal data of the visitors of the Websites.

## Applicable law and Dispute Resolution

These User Terms are subject to the laws of Estonia. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website, the Service (collectively, "Disputes") will be settled exclusively by the competent court in Tallinn, Estonia, unless you notify ENERGIUS OÜ within one month after ENERGIUS OÜ invoking its right pursuant to this provision to commence court proceedings in Tallinn, Estonia, that you demand settlement of the dispute, claim or controversy at hand before the relevant court competent by law.

## Final provision

The English text of these User Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into a foreign language, the English text shall prevail.