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# Customer Service Policy

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Effective September 1st, 2015

## Contents

1. Claxi is committed to providing consumers with excellent customer service.
2. We are always interested in hearing feedback from our customers. We enjoy hearing both positive and negative (constructive) feedback about any aspect of your Claxi service. We are constantly on the lookout for new ways to improve our products and services, and we highly value your feedback.
3. If you have an outstanding issue which you have not been able to solve through the normal channels, you can contact the management by simply emailing us on the below address, outlining the problem and quoting an existing ticket number. All emails sent to the below email address are reviewed by senior management who will take any necessary action to resolve your issue to your complete satisfaction.  
[support@claxi.net](mailto:support@claxi.net)
4. If you would like to send us feedback, have any complaints about our services, or wish to query a domain registration decision, please email [contact@claxi.net](mailto:contact@claxi.net)
5. Your communication will be acknowledged within few working days of receipt. If there is scope for resolution without the need for investigation you will also be provided with a response to your concerns.
6. In the event that an investigation is required we will make all reasonable efforts to provide you with a response.



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# TERMS AND CONDITIONS

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## 1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("Terms") govern the access or use by you, an individual, from around the world and possessions of applications, websites, content, products, and services (the "Services") made available everywhere and possessions by Claxi and its subsidiaries and affiliates (collectively, "Claxi DOOEL"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Claxi. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Claxi may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Claxi may amend the Terms related to the Services from time to time. Amendments will be effective upon Claxi's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Claxi's Privacy Policy located at <https://www.claxi.net>.

### TERMS:

1. "Taxi (s)": User musts, that register as taxi drivers on the Website and that is accepted by Claxi to participate in the project;
2. "Passenger (s)" means any User who signs up and registers as passengers on the Claxi app;



3. "Services" means the passenger transport services through taxi provided by the Taxi drivers to the Passengers.
4. "User": Taxi Drivers and Passengers.

## 2. THE SERVICES

The Services constitute a technology platform that enables users of Claxi's mobile applications provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with third party providers of such services, including independent third party transportation providers and third party logistics providers under agreement with Claxi or certain of Claxi's subsidiaries ("Third Party Providers"). Unless otherwise agreed by Claxi in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT CLAXI DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER. CLAXI'S SERVICES MAY BE USED BY YOU TO REQUEST AND TRANSPORTATION OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT CLAXI HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR LOGISTICS PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

CLAXI DOES NOT GUARANTEE THE SUITABILITY, SAFETY, CHARGES OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. CLAXI WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. CLAXI SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

## LICENSE

Subject to your compliance with these Terms, Claxi grants you a limited, non-exclusive, non- sub licensable, revocable, non-transferrable license to: (i) access and use the Applications passenger app/driver app on your personal device/ claxi tablet solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case



solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Claxi and Claxi's licensors.

## RESTRICTIONS

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Claxi; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## PROVISION OF THE SERVICES

You acknowledge that portions of the Services may be made available under Claxi's various brands or request options associated with transportation or logistics, including, without limitation, "Claxi DOOEL". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Claxi's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, holders of similar transportation permits, authorizations or licenses.

## THIRD-PARTY SERVICES AND CONTENT

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Claxi does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Claxi does not endorse such third party services and content and in no event shall Claxi be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc. or Google, Inc., will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS or Android mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.



## OWNERSHIP

The Services and all rights therein are and shall remain Claxi's property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Claxi's company names, logos, product and service names, trademarks or services marks.

## 3. YOUR USE OF THE SERVICES

### USER ACCOUNTS

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain a Driver Account. Account registration requires you to submit to Claxi certain personal information, such as your name, address, mobile phone number, e-mail and taxi licence ID, for Drivers App. You agree to maintain accurate, complete, and up-to-date information in your Account and you are responsible for their accuracy. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Services or Claxi's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Claxi in writing, you may only possess one Account.

### USER REQUIREMENTS AND CONDUCT

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances Claxi may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

### TEXT/MAIL MESSAGING

By creating an Account, you agree that the Services may send you informational text (SMS or e-mail) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving



text (SMS or e-mail) messages from Claxi at any time by unsubscribing the e-mail by sending e-mail for unsubscribe request to support@claxi.net or simply by clicking unsubscribe if offered. You acknowledge that opting out of receiving text (SMS or e-mail) messages may impact your use of the Services.

## PROMOTIONAL CODES

Claxi may, in Claxi's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a Third Party Provider's services, subject to terms that Claxi establish on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Claxi; (iii) may be disabled by Claxi at any time for any reason without liability to Claxi; (iv) may only be used pursuant to the specific terms that Claxi establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Claxi reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Claxi determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## USER PROVIDED CONTENT

Claxi may, in Claxi's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Claxi through the Services textual and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Claxi, you grant Claxi a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Claxi's business and on third- party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Claxi the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Claxi's use of the User Content as permitted herein will infringe,



misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Claxi in its sole discretion, whether or not such material may be protected by law. Claxi may, but shall not be obligated to, review, monitor, or remove User Content, at Claxi's sole discretion and at any time and for any reason, without notice to you.

## NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Claxi does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 4. PAYMENT

You understand that use of the Services may result in payments by you for the services you receive from a Third Party Provider ("Charges").

Claxi reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in Claxi's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand of the Services. Claxi will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Claxi may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you won't be charged a cancellation fee.

Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider. In the



event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

## REPAIR OR CLEANING FEES

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from your use of the Services in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Claxi in Claxi's reasonable discretion, Claxi reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your preferred payment method.

## 5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

### DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CLAXI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, CLAXI MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

### LIMITATION OF LIABILITY

CLAXI SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF CLAXI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLAXI SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF CLAXI HAS BEEN ADVISED OF





THE POSSIBILITY OF SUCH DAMAGES. CLAXI SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CLAXI'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH CLAXI MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

## INDEMNITY

You agree to indemnify and hold Claxi and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Claxi's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. DISPUTE RESOLUTION

### ARBITRATION

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Claxi, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Claxi are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Claxi otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.



## CHANGES

Notwithstanding the provisions of the modification-related provisions above, if Company changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing Claxi written notice of such rejection by mail or hand delivery to: Claxi, St. 11 Oktomvri n.25, 2<sup>nd</sup> floor, Skopje, Macedonia, or by email from the email address associated with your Account to: [contact@claxi.net](mailto:contact@claxi.net), within 30 days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Claxi in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## 7. OTHER PROVISIONS

### CHOICE OF LAW

These Terms are governed by and construed in accordance with the laws of the countries where it is used, without giving effect to any conflict of law principles.

### CLAIMS OF COPYRIGHT INFRINGEMENT

Claims of copyright infringement should be sent to Claxi's designated agent. Please visit Claxi's web page at <https://www.claxi.com/> for the designated address and additional information.

### NOTICE

The Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Claxi, with such notice deemed given when received by Claxi, at any time by first class mail or pre-paid post to Claxi, St. 11 Oktomvri n.25, 2<sup>nd</sup> floor, Skopje, Macedonia.

You may not assign these Terms without Claxi's prior written approval. Claxi may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Claxi's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Claxi or any Third Party Provider as a



result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Claxi in writing.

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## CLAXI COPYRIGHT POLICY

### NOTIFICATION OF COPYRIGHT INFRINGEMENT

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## RESPONSIBLE DISCLOSURE POLICY

If you are a security researcher (or any other perceptive user) and have discovered a security vulnerability in one of our products, please contact [contact@claxi.net](mailto:contact@claxi.net). To report something particularly sensitive, you can use the Claxi email [support@claxi.net](mailto:support@claxi.net). We consider reports to this address to be of the highest priority, and will investigate them as quickly as possible.

For vulnerabilities reported to us in compliance with this disclosure policy, Claxi commits to validate, respond to, and fix vulnerabilities in a timely fashion and to not take legal or administrative action against responsible vulnerability reporters. Claxi reserves all of its legal rights in the event of noncompliance.

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## ZERO TOLERANCE POLICY

Claxi does not tolerate the use of alcohol or drugs by drivers using the Claxi app. If you believe your driver may be under the influence of drugs or alcohol, please have the driver END THE TRIP IMMEDIATELY.

After the driver has ended the trip, please report any feedback when rating your trip in the Claxi app, or reply to your emailed receipt, email [contact@claxi.net](mailto:contact@claxi.net). Alternatively, you can call +389 78 375 679.