

Airporttaxi24.com Terms of use - Transport service provider (09 January 2019)

1. DEFINITIONS

1.1. In these General Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

- 1.1.1.
"Agreed pick-up location" means the location specified by the Passenger to be picked up by the Service Provider as specified in the details.
- 1.1.2.
"Agreed Time" means the date and time at which Passenger (Passenger) must be picked up by the Service Provider as described in the Details.
- 1.1.3.
"Booking (Reservation)" means the booking (Reservation) made via this Website of a vehicle for the purpose of carrying out Transfer Trips. Reservations can be made for one-way, round trips.
- 1.1.4.
"Service Provider" means a service provider, service providers, taxi company, rental car company, private carriage, minibuss or bus company with whom the passenger (reservation) makes the booking.
- 1.1.5.
"Service Provider GTC" the General Terms and Conditions of the service provider, which regulate the booking (reservation) and (journeys) in addition to these conditions.
- 1.1.6.
"Card" means the credit, debit or debit card used by the Passenger at the time of booking (reservation).
- 1.1.7.
"Cash" means the payment made by the passenger to the Service Provider and/or his driver for the fare.
- 1.1.8.
"Sepa Debit" means the payment made by Passenger (Passenger) by bank transfer for the Fare to the Service Provider and/or its Driver.
- 1.1.9.
"Card Costs" are the costs incurred by the credit card companies used by the Passenger to pay for the journey.
- 1.1.10.
"Details" means the information the Passenger (Passenger) must provide when making a Booking (Reservation), including the date and time of pick-up, pick-up and return address (Location) and your personal details and those of the Passenger (Passenger).
- 1.1.11.
"Fare" means the fee paid by the Passenger for the Offer you accept.
- 1.1.12.

"Baggage" means all goods carried in a vehicle that you have booked through this Website.

- 1.1.13.

"Trip" means the journey which the Passenger (Passenger) wishes to make from the collection address (City) to the return address (City) specified by the Passenger (Passengers).

- 1.1.14.

"Authorizing Authority" means any regional or national authority responsible for authorizing the operation of taxi, rental car, minibuss or bus companies.

- 1.1.15.

"Special requirements" means any specific requirements that the passenger may have with regard to disabled facilities, the sex of the driver or otherwise.

- 1.1.16.

"Passenger" means any passenger carried in a vehicle booked through this website.

- 1.1.17.

"Personal Data" means the information the passenger provides about you in relation to your physical data and your e-mail address (location), telephone number and map data.

- 1.1.18.

"Offers" means a fixed price offer that the passenger receives through the Website for the journey.

- 1.1.19.

"Conditions" means these General Terms and Conditions between Airporttaxi24.com and you (service provider, driving service provider, service supplier...).

2. GENERAL

The following terms ("Terms of Use", "Terms") govern your ("you", "your") access to and use of our website. Please read these Terms of Use carefully. By accessing and/or using the Site, you agree to be bound by these Terms of Use.

We reserve the right to change, modify, add or delete portions of these Terms of Use at any time without prior notice. The date at the top of this page indicates when the Terms were last revised. By continuing to access and use the Site after such changes, you signify your acceptance of the new Terms of Use. If you do not agree to be bound by these or any future Terms of Use, you may not use or access (or continue to use or access) the Site. It is your responsibility to review the Site to determine whether there have been any changes to these Terms of Use and to review such changes.

CONTACT DETAILS

You must ensure that we have up-to-date contact information so that we can contact you if necessary regarding the administration of your account. We reserve the right to contact you if we believe it is important for you to be informed of system changes or warnings.

PROFILES

Within Airporttaxi24.com you can define a profile which will be displayed next to your fares and services for future passengers. We are not obliged to accept profile texts or pictures and reserve the right to revoke or change this function at any time. We only allow the following steps to visit our website and use our service (to become a "service provider"):

England, Wales, Northern Ireland: Licensed Carriage (Taxi) and Private Rentals

- Scotland
holders of driving licence (taxi) and booking office licences
- Turkey
licensed transport (taxi) and private rental companies
- Germany
licensed transport (taxi and rental cars) and private rental companies
- Austria
licensed transport (taxis and rental cars) and private rentals
- Netherlands
licensed transport (taxi and rental car) and private rental companies
- France
Licensed transport (taxi and rental cars) and private rental companies
- Belgium
licensed transport (taxi and rental cars) and private rental companies

We reserve the right to refuse membership without giving reasons. Unless otherwise stated, all contents of the website are subject to the copyright of Mediadoxx GmbH. No part or parts of the website may be copied or integrated into any other website, database, publication or other work in any form without our express written permission.

- 2.1.
If you (service provider, driving service provider, service provider) click on "I agree to the general terms and conditions of Airporttaxi24.com", you declare that you (as service provider) are entitled to accept these general terms and conditions on your behalf. Deviations from these conditions are only valid if and to the extent that they are expressly confirmed in writing by Airporttaxi24.com.
- 2.2.
If a provision of these conditions is declared invalid by the competent court or violates public order or the law, only the provision in question is invalid, but the rest of these conditions remain in full force and effect. The ineffective provision shall be replaced by a provision that comes closest to the purpose of the parties.
- 2.3.
Airporttaxi24.com acts as an agent on behalf of the service provider in order to conclude a contract between you (service provider, driving service provider, service provider) and the passenger. Airporttaxi24.com will never become a party to a contract for the provision of transport services by the service provider for passengers. The contract for the provision of transport services (personal transport services) is concluded directly between you (service provider, driving service provider, service provider) and the passenger. The services are offered only in the name and on account of the

service provider at the prices and conditions determined by the service provider.

3. Preliminary Remark

The following provisions govern the relationship between the user (hereinafter referred to as "you (Service Provider)") and Mediadoxx GmbH (hereinafter referred to as „ airporttaxi24.com “, „ airportshuttles24.com“, „flughafentransferduesseldorf.de“, „flughafentaxiduesseldorf.de“, „duesseldorf-flughafentransfer.de“, „airportshuttles24.de“ or "we").

- 3.1.
Legal relationship between the driving service provider and Mediadoxx GmbH
- 3.1.1.
Administration contract
- 3.1.2
We act exclusively as "travel agents" (§§ 651v or § 651w BGB) of the driving services offered on our portal.
- 3.1.3
"Driving services" are transport services, as well as mediation taxi, rental car, bus journeys and services of entrepreneurs, rental of motor vehicles and other special services to understand.
- 3.1.4
These General Terms and Conditions apply exclusively to the brokerage contract concluded between you and us.
- 3.1.5
Our obligations are limited to the mediation of the driving services. In particular, we do not organise our own driving services within the meaning of §§ 651a para. 2 or 651c BGB.
- 3.1.6
If there is the possibility to specify special requests during the booking process, these are always non-binding. We will pass these on to the passenger, but cannot guarantee that these wishes will be met.

4. Main Contract

- 4.1.
The contract relating to the main service (transport contract) is concluded between you as a service provider (taxi company, rental car company, bus company; hereinafter referred to as "service provider") and the passenger. The message transmitted by us following the reservation request is merely a summary and confirmation of receipt of the binding reservation request.
- 4.2.
The contractual relationship regarding the main service is governed by the General Terms and Conditions (Conditions of Carriage), which are specified by the transport service provider (service provider) and which we bring to the attention of the passenger during the booking process. Please read

these conditions carefully, as they contain contract-relevant information (e.g. terms of payment, rebooking, cancellation, liability regulations, etc.).

- 4.3.

The service contract exists between you and the service provider. The conditions of the service contract are available in this booking system when the passenger selects the vehicle type and enters further relevant information.

- 4.4.

Airporttaxi24.com is not a party to the contract between you and the passenger and neither party assumes any responsibility or liability (direct or indirect) with respect to the terms of your travel service contract with the travel service or any problems arising in connection with the services under the contract or any other problems between you and the passenger.

- 4.5.

Airporttaxi24.com does not warrant or assume any responsibility with respect to any services or vehicles reserved by a Driving Service Provider. It is the sole responsibility of the service providers to provide the passenger with a service booked through this booking system.

- 4.6.

Airporttaxi24.com does not assume any responsibility or liability for changes in the general terms and conditions of the driver service providers available in this booking system.

5. Privacy Policy

- 5.1.

Airporttaxi24.com recognizes and considers the importance of responsible use of personal data collected in this registration system. Airporttaxi24.com therefore treats your data with care and takes steps to ensure their security and to ensure that they are only used for our legitimate business purposes.

- 5.2.

We must disclose your information to the passenger with whom the passenger has booked travel so that the passenger knows who you are.

6. Booking Order

- 6.1.

The order to Airporttaxi24.com to procure transport or other individual services is placed via the website of an Airporttaxi24.com affiliate/travel office/network partner or via the websites operated by Airporttaxi24.com itself. The customer submits a binding reservation order. The order can be placed by the customer in writing, verbally, by telephone or online (by clicking on the "Reserve now" button). The customer is bound to the reservation order until the acceptance or rejection of the order by the driving service provider. The acceptance of the order is declared by the driver service provider by sending the written booking confirmation. The booking confirmation can be sent by post, fax, SMS or

e-mail. The contractual obligation of Airporttaxi24.com is the proper brokerage of the booked transport service or the individual services. The provision of the booked service as such is not part of the obligation of Airporttaxi24.com, but is the obligation of the mediated driving service providers (service providers). In this case, the customer has clicked on the "Reserve now" button in the second screen. This is the legally binding order placed with Airporttaxi24.com to arrange a transport or other individual service for the booking party with a specific driving service provider (service provider). The booking party is bound by this reservation order until the user can cancel the reservation 24 hours before the pick-up time. The booking is deemed to have been arranged as soon as the booking confirmation has been sent to the booking party. The booking confirmation can be sent by post, fax, SMS or e-mail.

ACCEPTANCE OF RESERVATIONS

- 6.2.
In order to receive a reservation request for an easy round trip passenger transfer (the "Reservation", "Reservations"), you must be a service provider and can follow the reservation request acceptance procedures on our website. We do not guarantee that you will appear in every Travel Search result. If you accept a reservation, we will confirm your acceptance (the "Reservation Confirmation") on our website and via electronic online means to the email address(es) you provide. Once you have received the confirmation, it is your responsibility to transport the passenger(s) as specified in the confirmation (the "Passenger(s)", "Passengers") and in accordance with your own operating conditions. By accepting a reservation through our services, you agree that you are solely responsible for the carriage of passengers. Acceptance of a request is at your sole discretion.

7. PAYMENT

- 7.1.
Airporttaxi24.com is entitled to assert the booking price against the customer in the name of the driving service provider. Airporttaxi24.com assures that it has the authority to collect.
- 7.2.
Payments (to drivers) are due on the agreed dates (Pick up date/time) at the driving service provider.
- 7.3.
If the driver's service provider declares that he cannot accept the reservation order, the customer has no claim for damages against Airporttaxi24.com or the driver's service provider.
- 7.4.
If you have chosen one of the payment options such as cash payment or Debit-card or payment by credit card to the driver options, the tariffs will be set and published by you via our website. The amount stated in the confirmation must be paid to you by the passenger(s) and it is your responsibility to collect the fare and present an invoice at the passenger's request. We do not accept or process payments to you on behalf of the Passenger(s) (except online payments via our website).

8. PRICE(S) / BOOKING COMMISSION FEES / CREDITS /

- 8.1.
Airporttaxi24.com makes every effort to ensure that the prices quoted in this booking system at the time of booking are correct in all material respects. Nevertheless, Airporttaxi24.com reserves the right to change the price offered at the time of booking if the price stated is obviously incorrect. Airporttaxi24.com endeavors to inform the customer as soon as possible if the price quoted at the time of booking is incorrect.
- 8.2.
If a price quoted at the time of reservation is changed, the customer may choose to pay the changed price or have all amounts paid refunded.
- 8.3.
The exchange rates used by Airporttaxi24.com to display prices in the currency chosen by the customer are regularly updated. The exchange rate used by your credit card may vary depending on the issuer. Airporttaxi24.com cannot be held responsible for any difference caused by the exchange rate between the price displayed on Airporttaxi24.com and the price charged by your credit card company.
- 8.4.
For each single trip (the "booking", "bookings") generated via our website you will be charged a booking fee depending on the price as described below. You will be billed monthly with a payment period of 7 days from the invoice date. You must pay invoices online via our website. Failure to pay our fees will result in the suspension of your account with us, in addition to the strenuous legal process of recovering overdue amounts and the costs of recovering our funds. We reserve the right to charge a fee for reactivating a blocked account.
- 8.5.
Reservations through our own websites or through our Affiliate/Travel Agents: %10 net amount of per Km/price you apply to our website. We have the right to sell your service at a higher price, but this does not affect your own pricing.
- 8.6.
If the passenger chooses one of the online payment options such as PAYPAL or STRIPE. These booking amounts will be credited to your account as credits which have been deposited into your account with us can only be used for our invoices. Credits cannot be redeemed in cash or equivalent or transferred to another Airporttaxi24.com account.
- 8.7.
Payouts only possible every 14 days.

9. SERVICES/RESPONSIBILITIES OF THE SERVICE PROVIDERS

- 9.1.
The scope of the contractual services results from the service description of the driver (service provider) or other service provider as well as from the information referring to this in the booking confirmation. Airporttaxi24.com is not obliged to check the information provided by the driving

service providers or other service providers and is not liable to a participant/passenger (traveller) for the correctness or completeness of the information provided by their possible contractual partners.

Airporttaxi24.com is also not liable for spelling mistakes, printing errors or calculation errors in the online offers. Airporttaxi24.com points out that the automatic confirmation of a reservation/booking based on the erroneously incorrect entry of data has no effect if the agreed fare deviates noticeably from the actual value of the booked service.

- **Your responsibilities**

9.2.

It is your responsibility to review and manage requests and bookings quickly and efficiently. It is your responsibility to ensure that your settings on our website are correct and up to date. Upon acceptance of a reservation, it is your responsibility to provide safe and timely transfer services for the passenger(s) and their personal belongings. We do not provide advice on the time required to travel to a specific pick-up and/or drop-off point. We will not be liable for one or more onward connections or other appointments of any kind missed by the passenger(s) for any reason. Upon acceptance of a reservation, we will provide you with an online messaging feature and telephone number(s) for the Passenger(s) and any questions arising in connection with the transfer should be directed to the Passenger(s). We will not act on your behalf to resolve any questions or disputes with the Passenger(s). You are solely responsible for providing transportation services to the Passenger(s). You accept reservations at your sole discretion and understand that we do not recommend Passengers to you and are not responsible for the behaviour and/or actions of Passengers. We reserve the right to suspend your account indefinitely if we receive unsatisfactory reports from passengers about your service.

- **ERROR**

9.3.

It is your responsibility to ensure that your tariffs listed on our website are correct and valid. We are not responsible for the consequences of providing incorrect or incomplete fare information. Any intentional misrepresentation of your fares will be considered a breach of these conditions.

10. WITHDRAWAL (CANCELLATION) BY THE CUSTOMER, REBOOKING

- 10.1.

Every participant/passenger (traveler) can withdraw from the booked service free of charge up to 24 hours before the pick-up time. Cancellation fees, if any, shall be governed by the General Terms and Conditions of the respective travel service provider (service provider) if cancellation is made within 24 hours prior to the pick-up time of the booked travel service. These cancellation conditions are displayed in the booking form before each booking. Cancellations and rebooking can only be handled via Airporttaxi24.com.

- 10.2.

We do not charge a separate cancellation or rebooking fee to the passenger.

11. WITHDRAWAL (CANCELLATION) BY THE SERVICE PROVIDER

- 11.1.

If a booking needs to be changed, passengers must contact you directly. We will not make any booking changes on behalf of passengers. You can cancel a booking through our website and it is your responsibility to contact the Passengers named in the confirmation as soon as possible. 48 hours prior to pick-up; If you cancel a reservation you have accepted, we have the right to charge you €10 + VAT as a cancellation fee for each cancellation. Less than 48 hours pick-up time and Before 24 hours pick-up time; If you cancel a reservation you have accepted, we have the right to charge you %50 of the booking amount + VAT as cancellation fee for each cancellation. Less than 24 hours pick-up time; If you cancel a reservation you have accepted, we have the right to charge you %100 of the booking amount + VAT as a cancellation fee for each cancellation.

12. Violation

If a service provider violates these terms and conditions, we reserve the right to block their account and access to the Service without notice. We also reserve the right to close and delete a blocked account without notice.

13. MESSAGES

All communications will be sent to us by e-mail to info@airportshuttles24.com for the services accepted on our website or to you by e-mail or to a postal address stored in your account.

14. LIMITATIONS OF LIABILITY

- 14.1.

The services of the respective driver and/or service provider are the sole responsibility of the latter. Airporttaxi24.com does not provide this service due to the existing mediation relationship with Airporttaxi24.com. The respective service provider and/or driving service provider is solely liable for the services of the service provider and/or driving service provider. Airporttaxi24.com is therefore not liable for the services to be provided by the respective service providers.

- 14.2.

Without limiting Airporttaxi24.com's liability under the existing travel agency contract with the

customer, Airporttaxi24.com would like to point out that the information on the services provided by the service providers and/or service providers is based on the information provided to Airporttaxi24.com by these service providers and/or service providers.

- 14.3.

Airporttaxi24.com shall, however, be liable to the participant for proper mediation within the framework of the due diligence of a prudent businessman.

- 14.4.

Airporttaxi24.com is only liable for damages caused by violation of contractual or pre-contractual obligations in case of intent or gross negligence. This limitation does not apply to a) the violation of essential contractual obligations or b) liability due to assumed guarantee or c) personal injury, damage to health or death as a result of the damage.

- 14.5.

In the case of slightly negligent breach of contractual obligations, liability is limited to typical and foreseeable damage. In individual cases, liability is limited to the price of the mediated service.

- 14.6.

The above limitations of liability also apply to the personal liability of Airporttaxi24.com employees, legal representatives and vicarious agents.

- 14.7.

Limitation of liability - The limitation of liability is based on the statutory provisions. The law of the Federal Republic of Germany shall apply to these conditions.