

GENERAL TERMS AND CONDITIONS OF USE (Users)
INTERTAXI SERVICE

INTERTAXI has developed a commercial system for referencing certified taxi drivers and putting them in contact with users, whether private individuals or professionals.

The INTERTAXI service is available, in particular, through the 100ITaxis application published by ATA.

INTERTAXI provides a technological intermediation service consisting of putting Users in contact with duly authorized taxi drivers. INTERTAXI does not provide transportation services, does not act as a carrier or as the holder of administrative transportation authorizations, and its activity is limited to facilitating the connection and technological management of requests, in accordance with applicable European Union law and the national regulations in force in the Member State where the transport service is performed.

IMPORTANT:

ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS:

PLEASE READ THESE GENERAL CONDITIONS OF ACCESS AND USE CAREFULLY. THEY DEFINE THE CONDITIONS AND RESTRICTIONS THAT YOU ACCEPT IN ORDER TO ACCESS AND USE THE INTERTAXI SERVICE.

YOU ACKNOWLEDGE THAT THESE GENERAL CONDITIONS ARE BINDING AND AGREE TO ABIDE BY THEM BY CLICKING ON THE BOX PROVIDED FOR THIS PURPOSE AT : .

ARTICLE 1. DEFINITIONS

The terms used in these General Terms and Conditions of Use, both in the plural and singular, shall have the following meanings:

"100ITaxis Application": refers to the mobile application published by ATA through which the User can access the INTERTAXI Service.

"ATA": refers to the company AUTOMATISME ET TECHNIQUES AVANCEES ATA, with registered office at ZAC le carreau de la mine 13590 Meyreuil, registered in the Aix-en-Provence Trade and Companies Register under number 311 733 646, which publishes and operates the Application, as well as a solution called myCloudTaxi for Certified Drivers.

"Certified Driver": refers to any taxi driver who complies with the laws and regulations applicable in the Member State where the service is performed, and who holds all licenses, authorizations, and professional qualifications required under such national law to provide taxi services.

"Order": refers to an order placed by the User for a Journey to be carried out by a Certified Driver contacted by the User through the INTERTAXI Service, which may be an immediate or deferred Order.

"INTERTAXI General Terms and Conditions of Use" or "Contract": refers to these general terms and conditions of use of the INTERTAXI Service agreed between INTERTAXI and the User.

"Mission" or "Journey": refers to a taxi transport service to be provided by the Certified Driver, either immediately or at a predefined date and time slot, from a starting point to the Passenger's destination, within the framework of an order placed via the 100ITaxis application.

"INTERTAXI": refers to the company INTERTAXI, a simplified single-member joint-stock company with a share capital of €1,000, with its registered office at ZAC LE CARREAU DE LA MINE 13590 MEYREUIL, registered in the Aix-en-Provence Trade and Companies Register under number 882 329 477, represented by its president.

"Passenger": refers to the person who will be transported by the Certified Driver. The User may be a Passenger, but a User may place an Order for a third-party Passenger. In the latter case, the Passenger's details must be specified at the time of placing the order.

"INTERTAXI Service": a service for referring Certified Drivers and putting them in contact with Users, whether individuals or professionals, developed by INTERTAXI and accessible from the 100ITaxis Application, subject to acceptance of these INTERTAXI General Terms and Conditions of Use.

"User": refers to any person authorized to use the 100ITaxis application, with the capacity to contract and who has accepted these General Terms and Conditions of Use of INTERTAXI, acting as a consumer or professional and who wishes to contact a certified driver in order to place an order.

ARTICLE 2. PURPOSE AND APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF 100ITAXIS

These INTERTAXI General Terms and Conditions of Use define the methods of contact between the User and the Certified Driver within the framework of the use of the INTERTAXI Service.

Any access and/or use of the INTERTAXI Service implies unreserved acceptance of the rules and conditions defined in these General Terms and Conditions of Use of INTERTAXI, which will be confirmed by ticking a box when using the INTERTAXI Service for the first time.

These INTERTAXI General Terms and Conditions of Use apply between INTERTAXI and the User, to the exclusion of any other terms and conditions. They apply only to Services requested through the INTERTAXI Service.

INTERTAXI may modify these General Terms and Conditions of Use of INTERTAXI to take into account legal, technical, or organizational changes. Users will be informed of any modification by any appropriate means (notification in the 100ITaxis application, email, for example) within a reasonable period of time before it takes effect. The new conditions will not apply to reservations already made. If the new conditions are rejected, the User may stop using the INTERTAXI Service at no cost.

INTERTAXI acts exclusively as a provider of technological intermediation services, facilitating contact between the User and the Certified Driver. INTERTAXI is not a party to the transport contract that may be formalized between the User and the Certified Driver, nor does it set rates or provide the transport service.

The correct execution of the Mission is the responsibility of the associated Certified Driver, without prejudice to applicable legal obligations. However, INTERTAXI will remain liable to the User in the event of breach of its own legal or contractual obligations and in the cases established by law.

ARTICLE 3. USE OF THE INTERTAXI SERVICE

3.1. Access to the 1001Taxis application

The INTERTAXI Service is available from the 1001Taxis Application. The User must have downloaded it and created an account.

By using the INTERTAXI Service and accepting these INTERTAXI General Terms and Conditions of Use, the User agrees that ATA may transmit to INTERTAXI the information provided when creating their account in the 1001Taxis Application.

The user undertakes to provide accurate information about their identity, contact details, and any other information requested, and to update this information and their email address without delay in the event of any changes.

In the event of an error, they may not hold INTERTAXI or the Certified Driver responsible for carrying out the Mission.

3.2. Description of the INTERTAXI service

The INTERTAXI Service is a system for searching for Certified Drivers and booking Journeys, in advance or immediately, provided through the 1001Taxis Application.

The INTERTAXI Service provides you, in particular through a geolocation system, with a set of information relating to the different Certified Drivers present in a given geographical area, namely:

- Location and time information:
 - o Location of Certified Drivers who can respond to a request from you.
 - o Distance between the location of the certified driver and your location
 - o Estimated time required for the Certified Driver to take charge of the Mission
 - o Estimated duration of the Mission
- Financial information
 - o Estimated cost of the mission
- Practical information
 - o Possibility of reserving an order with a deferred date and time

3.3. Geolocation

The use of the geolocation function requires your prior and express consent to be geolocated.

To do so, the User must activate the geolocation function directly in the settings of their mobile device.

Acceptance or rejection of geolocation can be modified at any time in your personal settings.

It is possible to use the 1001Taxis application without geolocation, but all functions related to the display of positions on maps, the calculation of distances, and the User's arrival times will not be operational.

Any use by you that allows the location to be falsified is strictly prohibited and may result in the Mission amount being billed. INTERTAXI reserves the right to take legal action in the event of repeated use with the aim of damaging the overall quality of the 1001Taxis app service.

The processing of the User's personal data, including geolocation data, shall be carried out in accordance with Regulation (EU) 2016/679 (GDPR) and any applicable national data protection legislation in force in the relevant Member State.

3.4. Order Process

The ordering process varies depending on the type of order:

3.4.1 – Immediate order

The list of certified drivers online depends solely on the user's geographical location, as well as the vehicle details provided by the User or geolocated, as indicated or geolocated by the User, and the criteria selected by the User.

Therefore, the User must ensure that they enter the address of the place where they want the Certified Driver to pick up the Passenger and, if they wish, they can also enter the address of the place where the Certified Driver should drop them off.

The User must also ensure that they determine the list of their criteria before validating their Order (number of passengers, number of pieces of luggage, etc.).

The User must indicate the first and last names of the Passenger if they are different from the User. Otherwise, the User will be considered the Passenger and will be responsible for any additional passengers benefiting from the Mission.

After placing the Order, the User will receive a confirmation notification of their Order and of the pick-up by the Certified Driver. This notification will include, in particular, the following information: vehicle color, vehicle make, name of the Certified Driver.

3.4.2 – Deferred Order

In order to fully meet the needs of Users, INTERTAXI offers them the possibility of placing deferred Orders. The User may fill out a pick-up request form.

This deferred order can be made at the earliest 3 months before the scheduled date and at the latest 15 minutes before.

The User will then fill out the form with all the necessary information for their pickup and the desired services.

Payment will be made after the journey.

3.5. Cancellation of the order

3.5.1 – No right of withdrawal

The User acknowledges that, in accordance with the applicable national consumer protection legislation transposing Directive 2011/83/EU on consumer rights, if they wish the service to begin before the end of the withdrawal period, they will not have the right to withdraw once the Mission has been completed.

3.5.2 – Cancellation conditions

The User may cancel their order at any time before their Driver takes charge of it.

In the case of a postponed Order, the User may cancel the Order under the following conditions up to 24 hours before the scheduled date of the Mission.

ARTICLE 4. RATES AND PAYMENT

4.1. Rates

Downloading and using the 1001Taxis app is free for the User, except for the costs of the subscription with the mobile phone operator, the costs of connection and Internet access, and any additional costs billed for data charges, which shall be borne by the User.

The rates applicable to the provision of taxi services are regulated by the laws and regulations in force in the Member State and, where applicable, at local level in the territory where the service is provided, and must be applied by the Certified Drivers. In any case, INTERTAXI is not responsible for the pricing policy applied by the latter.

By confirming their Order, the User agrees to pay the Certified Driver the price of the Service according to the amount shown on the taximeter or other calculation systems authorized by applicable local regulations.

It should be noted that, at the time of Order validation, the fare indicated is only an estimate and may differ from the final price, which the User declares to be fully aware of.

4.2. Terms of Payment for the Service

The price of the Service shall be paid in full on the day of the Service directly to the Certified Driver by any means of payment accepted by the Certified Driver (cash and/or electronic or bank payment methods accepted by the Certified Driver in accordance with current regulations).

INTERTAXI reserves the right, in the event of non-payment of a Mission to a Certified Driver, to refuse a new Order or to suspend the User's access to the INTERTAXI Service.

Please note that the receipt provided by the Certified Driver at the end of the service will only show the fare for the service provided, as well as any (regulatory) surcharges.

Each User will have access to a summary of the Missions carried out via their account on the 1001Taxis app.

INTERTAXI encourages you to keep the invoice provided by the certified driver.

ARTICLE 5. OBLIGATIONS OF THE PARTIES

You use the INTERTAXI Service under your sole and exclusive responsibility, and you agree to use it in accordance with current regulations and, in particular, to respect all your obligations.

INTERTAXI undertakes to implement the appropriate technical and organizational measures to comply with its legal obligations regarding the verification of Certified Drivers.

The Certified Driver(s) and the User are solely responsible for their relationship with regard to the provision of the transport service and the associated obligations.

ARTICLE 6. LIABILITY – WARRANTY

6.1. Taxi legislation

INTERTAXI requires Certified Drivers comply with European Union legislation and the national legislation applicable to taxi activity in the Member State where the service is provided, in particular with regard to administrative authorizations, insurance, and compliance with professional standards.

INTERTAXI exercises reasonable control over the validity of the documents provided by Certified Drivers at the time of their registration with the INTERTAXI Service and on a regular basis.

Any infringement committed by a certified driver is the sole responsibility of that driver. However, INTERTAXI may remain liable to the user under the conditions provided for by law.

6.2. Compliance with the mission

Each Certified Driver is independent and contracts a transport service directly with the User.

INTERTAXI merely provides the contact and booking service. INTERTAXI is neither a carrier nor a taxi operator.

Consequently, the proper execution of the Mission is the responsibility of the Certified Driver, unless your complaint arises from a malfunction attributable to INTERTAXI.

INTERTAXI will forward any complaint relating to the performance of the Mission to the Certified Driver in question. The User may submit such a complaint within the applicable legal limitation periods.

ARTICLE 7. INTELLECTUAL PROPERTY

All rights relating to the INTERTAXI Service, its original and innovative nature, in particular intellectual property rights over texts, literary and artistic creations, graphics (including photographs) and audiovisual works, computer developments, HTML developments and other intellectual works and, in general, all creations that may be protected by intellectual property rights, such as images, logos, format, graphic charter, structure, ergonomics, color codes, typographies, fonts, basic graphic elements, graphic organization of screens, layout, page backgrounds, the visual identity of the INTERTAXI Service, sound elements, or trademarks, including all modifications, translations, adaptations, improvements, corrections, updates, or new versions or derivative works, belong to INTERTAXI or are regularly exploited by the latter, without any limitation.

ARTICLE 8. TERM AND TERMINATION

This Agreement is entered into for an indefinite period.

Termination by the User: the User may stop using the INTERTAXI Service at any time, without prior notice.

Termination by INTERTAXI: INTERTAXI may terminate your right to access the INTERTAXI Service, either by giving you reasonable notice or in the event of your failure to comply with your obligations after prior notification.

ARTICLE 9. GENERAL PROVISIONS

The fact that one of the Parties does not at any time demand strict compliance by the other Party with any provision or condition of this Agreement shall not be considered a definitive waiver of such provision or condition.

If any of the non-essential clauses of the INTERTAXI General Terms and Conditions of Use are found to be void or unenforceable by virtue of a law or regulation or as a result of an executive decision by a court or competent authority, the Parties expressly agree that the Agreement shall not be affected by the invalidity of the clause in question.

ARTICLE 10. APPLICABLE LAW AND DISPUTES

These General Terms and Conditions of Use shall be governed by the law of the Member State in which the User has their habitual residence, without prejudice to the application of mandatory provisions of European Union law.

In the event of a dispute between INTERTAXI and the User regarding the validity, execution, breach, or interpretation of these INTERTAXI General Terms and Conditions of Use or, more generally, the relationship between INTERTAXI and the User, the latter may:

- Address their claim to INTERTAXI, which will respond in writing as soon as possible;
- And/or resort to a duly accredited alternative dispute resolution system for consumer matters, in accordance with the applicable regulations.
- And/or refer the matter to any of the competent courts.

For any dispute between the User and the Certified Driver, the User is invited to contact the Certified Driver directly.

For any dispute arising from this contract, when the User is a consumer, the courts and tribunals having jurisdiction under the applicable European Union consumer protection rules shall have jurisdiction.