GENERAL TERMS AND CONDITIONS OF USE

**ARTICLE 1 – INTRODUCTION – LEGAL NOTICE**

**1.1.** AUTOMATISME ET TECHNIQUES AVANCÉES ATA, a simplified joint stock company (SAS) with a share capital of €815,776, whose registered office is located at ZAC Le Carreau de la Mine, 13590 Meyreuil (France), registered with the Aix-en-Provence Trade and Companies Register-en-Provence under number 311 733 646, with intra-community VAT identification number FR88311733646, whose professional liability insurance policy is taken out with the insurance company GAN under reference number 317253202000, acting and represented for the purposes of these General Terms and Conditions of Use by the company AE DEVELOPPEMENT, in its capacity as President, in turn represented by Mr. Sébastien ANDRIEU in his capacity as president (hereinafter, "We" or "myCloudTaxi").

The company ATA publishes a professional IT solution for the management of a passenger transport activity by taxi, called myCloudTaxi, accessible via the Site and the Application.

This Solution is intended for taxi operators and/or owners and managers of taxi fleets, insofar as it allows, from a single interface, in particular:

- Register and manage all the documents necessary for the exercise of their activities;
- Connect to Prescribers and the various Ride Flows they use in order to receive transport assignments from a single interface;
- Connect to the Le.Taxi taxi availability register, when this functionality has been activated by the User;
- Manage their taxi fleets and, in general, their activity in a dematerialized manner;
- Manage the vehicles in the taxi fleet;
- Manage drivers;
- Issue and communicate invoices;
- Manage contracts with professional customers.

The features of the myCloudTaxi Solution are described in greater detail in Appendix 1.

The myCloudTaxi Solution does not constitute a taxi transport service, nor an intermediary service between taxi operators and their users, nor an intermediary service between taxi operators and their Prescribers or Career Flows.

For the purposes of European Union law, and in particular Directive 2000/31/CE on electronic commerce, myCloudTaxi acts exclusively as a provider of information society services consisting of the provision of a technological tool.

myCloudTaxi does not exercise any decisive influence over the conditions under which transport services are provided, including pricing, allocation of drivers, acceptance of rides, or execution of transport services.

**1.2.** Taking into account the purpose of the myCloudTaxi Solution, these General Terms and Conditions of Use are intended exclusively for any natural or legal person who wishes to use the myCloudTaxi Solution solely within the framework and for the purposes of the professional exercise of the activity of passenger transport by taxi.

These General Terms and Conditions of Use apply exclusively in a professional context (B2B) and do not apply to consumers or end users within the meaning of Spanish consumer and user protection regulations.

The User's use of the Solution is carried out under their sole responsibility, and they are responsible for complying at all times with the sector regulations applicable to the exercise of their professional activity in the territory in which they operate.

**1.3.** The publication director of the myCloudTaxi Solution is Mr. Sébastien ANDRIEU, in his capacity as legal representative of myCloudTaxi.

**1.4.** The myCloudTaxi Solution is hosted by Amazon Web Services EMEA, a limited liability company with a share capital of €25,000, with its registered office at 38 Avenue John F. Kennedy, L-1855 Luxembourg, registered in the Trade Register under number 831 001 334, whose telephone number is +33 6 10 44 32 28 and whose contact email address isawslux-receivables-support@amazon.com .

The Solution is hosted on infrastructure located in the European Union, in accordance with applicable regulations on personal data protection and digital services.

**1.5.** For any questions regarding the use of the myCloudTaxi Solution, the User may contact myCloudTaxi at any time through the following means:

- Postal address: AUTOMATISME ET TECHNIQUES AVANCÉES, myCloudTaxi service, ZAC Le Carreau de la Mine, 13590 Meyreuil (France);
- Email address:contact@mycloudtaxi.com ;
- Phone number: +33 4 42 58 53 53;
- Directly from the Solution, via the "Support" section.

The User may also consult the frequently asked questions (FAQ) section accessible from the Solution.

**ARTICLE 2 – DEFINITIONS**

For the purposes of these General Terms and Conditions of Use, the terms defined below, when used with an initial capital letter, shall have the meaning attributed to them in this article, whether used in the singular or plural.

"Mobile Application": refers to the part of the myCloudTaxi Solution accessible from a mobile device and downloadable from the relevant mobile application stores.

"BackOffice": refers to the part of the Solution installed on the Site. The BackOffice consists of a web portal accessible to the User via an Internet browser, as well as a part that interacts with the Application installed on the User's mobile device.

"Terminal": refers to the terminal purchased by the User from myCloudTaxi and connected to the myCloudTaxi Solution, which the User makes available to Prescribers in order to enable them to make Mission Proposals.

"Camera": refers to the camera purchased by the User from an installation partner, used in the Taxi Vehicle and connected to the myCloudTaxi Solution.

"GTC": refers to this document entitled "General Terms and Conditions of Use of the myCloudTaxi Solution," as well as any annexes and addenda thereto. In the event of any contradiction, the higher-ranking document shall prevail.

"Cookie Policy": refers to the document entitled "Cookie Policy," which describes the cookies used in the Solution under the conditions set out in Article 17.2.

"Immediate Mission": refers to a taxi transportation service that must be performed immediately by the User.

"Scheduled Mission" or "Reservation": refers to a taxi service that must be performed by the User on a date and at a time slot defined in advance.

"Mission Proposal": refers to a request for the performance of a taxi service:

- either directed by a Prescriber from their Prescriber Space or from the Terminal;
- properly directed by another User within the framework of a Driver Group;
- or issued by an end user from a Race Flow and transmitted by said Race Flow.

The Mission Proposal may refer to an Immediate Race or a Scheduled Race, depending on the origin of the request.

"Data": refers to the set of data, information, texts, and content, whatever their nature, that you import, download, or share within the framework of the Solution and its use, under the conditions set out in Article 12.

"Personal Data": refers to all information relating to an identified or identifiable natural person, in accordance with applicable Spanish and European regulations on the protection of personal data.

"Updates": refers to any modification, correction, or adaptation made to the myCloudTaxi Solution, including any new version or update, during the User's subscription period, within the framework of maintenance operations carried out under the conditions set out in Article 6.6. All new features of the Solution developed during its use by the User, as well as any modification, correction, adaptation, or new feature of the myCloudTaxi Solution resulting from a specific development service provided at the User's request, are excluded from the scope of the Developments and may give rise to additional payments where applicable.

"Prescriber Space": refers to the Prescriber's personal space, accessible only from the BackOffice, which allows them to enter Mission Proposals intended for the User.

"Group": refers to the interface of the myCloudTaxi Solution from which the User can collaborate with other Users whose company is different from theirs. The Group feature allows, in particular, the distribution of Missions and Reservations, the issuance of Invoices, and other operations, similar to the operations of a company. This feature is subject to a fee.

"Driver Group": refers to a group of Users, as defined in Article 7.4. This may be a Group of Colleagues, a Taxi Group (a collective organization of taxi drivers or operators set up for the purpose of pooling resources, facilitating administrative management, accessing common markets, or strengthening competitiveness), or a Security Group.

"Personal Space": refers to the myCloudTaxi Solution interface from which the User can manage all Data concerning them, in particular the origin of Ride Requests, the Taxi Vehicle, and Drivers. This interface is dedicated to the User. It is the User's responsibility to create it at the time of registration and to configure it in accordance with the procedure described in Article 7.

"Ride Flow": refers to all applications and/or services published and operated by third parties (e.g., intermediation platforms), as well as the 1001Taxis application published by myCloudTaxi, which allow their users to request a taxi service and drivers to receive requests from those users.

Rideshare Services must be configured in accordance with the conditions set out in Article 7 to enable the User to receive Mission Proposals from these services via the myCloudTaxi Solution.

The list of Ride Flows connected to myCloudTaxi can be consulted at any time from the User's Personal Space.

"Identifier": refers to the element by which each User identifies themselves to access the myCloudTaxi Solution. The Identifier will always be accompanied by a password specific to each User.

"INTERTAXI": refers to the company INTERTAXI, a simplified single-member joint-stock company with a share capital of €1,000, whose registered office is located 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.

"Confidentiality and Data Protection Policy": refers to the document entitled "Confidentiality and Data Protection Policy", which describes how myCloudTaxi uses the User's Personal Data, under the conditions set out in Article 17.1.

"Prescriber": refers to any natural or legal person who has entered into a relationship with the User outside the myCloudTaxi Solution and who is likely to send them Mission Proposals.
The Mission Proposal sent by a Prescriber to a User is made by the Prescriber on a non-professional basis. The Prescriber does not act as a professional prescriber, but sends Mission Proposals on an ancillary basis for the benefit of its customers or employees.

"Payment Provider": refers to the company VivaWallet.

"Le.Taxi": refers to a taxi availability register managed by third parties, which may be technically connected to the myCloudTaxi Solution when this functionality is available, without this implying any public or administrative obligation for myCloudTaxi in Spanish territory.

"Associated Services" refers to the set of services and interventions linked to the provision of the myCloudTaxi Solution that myCloudTaxi provides under the conditions set out in these Terms of Use, in particular in Article 6.

"Site": refers to the set of servers made available to the User on which the BackOffice and the Solution accessible from the website www.mycloudtaxi.com are run.

"Solution" or "myCloudTaxi Solution": refers to the myCloudTaxi IT solution, including, in particular, the code, pages, content, and graphic charter, operated and published by myCloudTaxi, consisting of a BackOffice part that runs on the Site and an Application installed on Mobile Terminals.

"Mobile Terminal": refers to hardware equipped with an Internet connection and/or Bluetooth connection, such as a smartphone or a connected taximeter, which allows access to and use of the myCloudTaxi Solution.

"User" or "You": refers to any natural or legal person who carries out one of the activities referred to in Article 1.2 and who uses the myCloudTaxi Solution.

"Administrator User" refers to any natural or legal person who carries out one of the activities listed in Article 1.2 and who has subscribed to the myCloudTaxi Solution.

"Taxi Vehicle": refers to a vehicle operated by a User, motorized and equipped to provide passenger transport services by taxi in accordance with the applicable regulations in the territory in which the User carries out their activity.

The Solution also allows other types of passenger transport vehicles to be created once the first Taxi Vehicle has been added.

"1001Taxis": refers to the mobile application published by the company ATA that allows a passenger to make a Mission Proposal to a Driver who has previously been added to their favorites, or to be put in contact with a Driver through the INTERTAXI service, in order to make an Immediate or Scheduled Trip, at the passenger's request.

**ARTICLE 3 – SCOPE OF APPLICATION – ENFORCEABILITY – MODIFICATIONS TO THE GTC**

**3.1 Scope of application**

3.1.1. These General Terms and Conditions of Use apply between myCloudTaxi and the User, and are intended to determine the terms and conditions under which we make the myCloudTaxi Solution available to you and perform the Associated Services.

Use of the Solution is subject to the unconditional and unreserved acceptance of these General Terms and Conditions of Use.

Consequently, prior to registering for the Solution and/or using it, the User declares that they have read and accept these General Terms and Conditions of Use, without restriction or reservation, by checking the box provided for this purpose at the time of registration.

For the purposes of the foregoing, these General Terms and Conditions of Use constitute a valid and binding contract between the parties, in accordance with applicable Spanish law on obligations and contracts, as well as with the regulations governing information society services.

For more information on registration procedures, please refer to Article 4 of these General Terms and Conditions of Use.

3.1.2. Without prejudice to the provisions of Article 3.2, the version of the General Terms and Conditions of Use in force and applicable to the myCloudTaxi Solution and Associated Services shall be the version published and accessible at any given time from the Solution itself.

**3.2 Modifications to the General Terms and Conditions of Use**

3.2.1. MyCloudTaxi reserves the right to modify these General Terms and Conditions of Use at any time. The User will be informed of such modifications when they first connect to the Solution after a new version comes into effect, in particular after an update to the Solution.

3.2.2. Minor modifications shall be automatically applicable. By way of illustration only, any modification to a feature of the Solution that does not involve any technical or commercial adaptation for the User, such as the addition of new features with no impact on the billing system or the improvement of the ergonomics of the Solution, shall be considered a minor modification to these General Terms and Conditions of Use.

Modifications to the General Terms and Conditions of Use shall also be immediately applicable when they are necessary to:

- comply with a legal or regulatory obligation applicable to us in the context of our activity;

- address an imminent or unforeseeable risk necessary for the protection of the Solution and/or Associated Services, in particular against risks of fraud, malicious software, unsolicited mass mailings, data security breaches, or cybersecurity risks.

3.2.3. When the changes made to the General Terms and Conditions of Use have a significant impact on your use of the Solution, you may only continue to use the Solution if you expressly accept the new version of the General Terms and Conditions of Use.

Otherwise, the User may terminate the Agreement under the conditions set out in Article 15.1 if they do not accept the terms of the amended General Terms and Conditions of Use.

By way of illustration only, a significant modification shall be considered to be one that involves a technical or commercial adaptation of the use of the Solution, such as the removal of a feature, a change in the Solution's hosting provider, or the addition of features that have an impact on the billing system.

In such a case, and unless expressly stated otherwise, the modifications to the General Terms and Conditions of Use shall take effect after a period of FIFTEEN (15) calendar days from the date on which you were informed of such modifications.

If this period elapses without you terminating the Contract under the conditions set out in Article 15.1, it will be understood that you have accepted the amended General Terms and Conditions of Use, without restriction or reservation.

**3.3 Language.** These General Terms and Conditions of Use are written in English. Only this version shall be binding and shall prevail for all purposes, regardless of any translation that may be made.

**3.4 Applicable law.** These General Terms and Conditions of Use shall be governed by and interpreted in accordance with French law.

This choice of law is made in accordance with Regulation (CE) No 593/2008 (Rome I) and is without prejudice to the application of overriding mandatory provisions of European Union law.

**ARTICLE 4 – CONDITIONS OF ACCESS AND SUBSCRIPTION TO THE myCloudTaxi SOLUTION**

Access to and use of the myCloudTaxi Solution, as well as the Associated Services, are subject to the User's prior registration with the Solution.

**4.1 Prerequisites for registration with the myCloudTaxi Solution**

In order to register for the myCloudTaxi Solution, the following conditions must be met:

- the User has an Internet connection or minimum 3G access and/or connection from their mobile device. Otherwise, it will be impossible to use the myCloudTaxi Solution and Associated Services;
- the User carries out one of the professional activities provided for in Article 1.2, in accordance with the applicable regulations in force, and wishes to use the myCloudTaxi Solution for this purpose;
- in their capacity as a professional, the User has previously ensured that the myCloudTaxi Solution and Associated Services correspond to the needs of their professional activity and that the level of services offered by myCloudTaxi is appropriate for that activity. To this end, the User declares that they have been able to obtain all the necessary information relating to the Solution, the Associated Services, and their operation, and declares that they have subscribed to them with full knowledge of the facts;

- the User declares that they have read and accept these General Terms and Conditions of Use, the Privacy Policy, and the Cookie Policy.

**4.2 Registration for the myCloudTaxi Solution**

4.2.1. Registration for the myCloudTaxi Solution consists of creating the User's Personal Space from the Site or the Mobile Application.

The User may also submit a registration request through one of myCloudTaxi's installation partners. In this case, the User must complete their registration on the Website or via the Mobile Application.

Registration is formalized by communicating and validating the email address provided by the User.

The User must complete the mandatory fields indicated as such on the registration form and provide all the supporting documents required by current regulations in order for their registration to be considered and validated.

Certain documents are mandatory in order to obtain "Certified" status. This status allows, in particular, the receipt of Mission Proposals from certain Career Streams.

Each time one of the documents indicated as mandatory at the time of certification reaches its expiration date, the User must notify myCloudTaxi again. In particular, these may be documents and supporting documents that allow myCloudTaxi to verify that the User is carrying out their professional activity in accordance with current regulations.

Failing notification of such documents, myCloudTaxi reserves the right to suspend and/or terminate the use of the myCloudTaxi Solution and Associated Services, under the conditions set out in Article 15.2.

4.2.2. Personal Data relating to the User that myCloudTaxi collects at the time of registration is processed in accordance with the provisions of Article 17.1 of these General Terms and Conditions of Use.

The data provided by the User as part of their registration also constitutes Data within the meaning of these General Terms and Conditions of Use, and is used by myCloudTaxi under the conditions described in Article 12.

**4.3 Duration of the subscription to the Solution and Associated Services**

The User's access to the myCloudTaxi Solution and Associated Services is subscribed for an indefinite period from the validation of their registration.

The User may terminate use of the Solution at any time, provided that they comply with the applicable contractual notice period. For more information on the terms of termination, the User should refer to Article 15.1.

**4.4 Terms and conditions of access to the myCloudTaxi Solution and Associated Services**

4.4.1 Protected access. In order to protect the integrity, availability, and confidentiality of the data associated with the Solution, the User's access to and use of the myCloudTaxi Solution is necessarily carried out using their Identifier.

The Identifier is personal and confidential, and can only be reset by the myCloudTaxi Solution or at the User's own initiative. The User is solely responsible for maintaining the confidentiality and secrecy of their Identifier

and password, and undertakes to implement any internal or external procedures necessary to ensure that no third party has access to them.

The User undertakes to inform myCloudTaxi without delay in the event of any security breach in the use of the Solution, in particular in the event of loss of their Identifier, in order to enable myCloudTaxi to take appropriate measures without delay to remedy such security breach.

4.4.2 Access from the Site or the Application. The User may access the myCloudTaxi Solution from the Site or the Application using their Identifiers.

The features available to the User may vary depending on whether they use the Solution from the Application or from the Site, as well as on the type of electronic equipment available in the Taxi Vehicle.

For more information on this subject, the User may consult the "Help Center" accessible from their Personal Space.

4.4.3 User Categories. The features of the myCloudTaxi Solution accessible within the framework of its use may vary depending on whether the User is an Administrator User, the User category to which they belong, and/or the type of mobile device used.

The different categories of Users are as follows:

- taxi driver who owns the license;
- taxi driver who leases the license and the Taxi Vehicle;
- salaried taxi driver;
- fleet owner and/or manager.

**4.4.4 Free access and paid access**

The price of access to and use of the myCloudTaxi Solution, as well as the Associated Services, depends on the subscription plan chosen by the User.

Certain optional features, in particular those relating to Associated Communication Services, may result in additional billing.

In the context of using the myCloudTaxi Solution and Associated Services, it is expressly stated that the User remains solely responsible for:

- all equipment, costs, and expenses necessary to access and use the myCloudTaxi Solution and Associated Services, such as connection and/or subscription costs to their mobile phone operator or Internet service provider, as well as the hardware (including Terminals and Cameras), software necessary for the use and operation of the Solution, and the Mobile Terminal;
- all costs and expenses related to the provision of taxi transportation services, in particular the maintenance and repair of the Taxi Vehicle.

**ARTICLE 5 – TERMS AND CONDITIONS OF USE OF THE myCloudTaxi SOLUTION**

**5.1 Right to use the myCloudTaxi Solution**

5.1.1. Without prejudice to the Data and content that the User transmits to myCloudTaxi through the Solution, myCloudTaxi is the owner of the intellectual and industrial property rights relating to the Solution, the name myCloudTaxi, its content (in particular texts, images, drawings, logos, videos, sounds, data, and graphics), as well as the software and databases that ensure its operation.

5.1.2. myCloudTaxi grants the User, under these General Terms and Conditions of Use and on a limited basis, the following rights to the myCloudTaxi Solution:

- the right to install and download the myCloudTaxi Solution, in its latest available version, on a mobile device;
- the right to access the myCloudTaxi Solution and use it in accordance with its intended purpose and the purposes described in these General Terms and Conditions of Use.

These rights are granted for the sole purpose of allowing the User to use the myCloudTaxi Solution in the course of their professional activity, as indicated in Article 1.2.

Unless expressly stipulated otherwise in these General Terms and Conditions of Use, the rights granted by myCloudTaxi to the User over the myCloudTaxi Solution are limited, non-exclusive, personal, non-transferable, non-assignable, and non-sublicensable, and are granted for the territory in which the User legitimately carries out their professional activity, for the duration of use of the Solution provided for in Article 4.3.

**5.2 Solution Developments**

Any Developments that myCloudTaxi may develop during the User's use of the myCloudTaxi Solution are included in the scope of this right of use as they become available, and shall not give rise to any modification of the economic conditions provided for in Article 11.

myCloudTaxi grants the User the same rights of use and exploitation over these Developments as those granted over the myCloudTaxi Solution under Article 5.1.

**5.3 Prohibited uses**

Any use of the myCloudTaxi Solution that has not been expressly authorized or granted under these General Terms and Conditions of Use is prohibited and may constitute an infringement of myCloudTaxi's intellectual property rights, and in particular its copyright on the Solution, the Associated Services, and their contents.

In this regard, the User is expressly prohibited, without the following list being exhaustive, from:

- copying, reproducing, extracting, modifying, adapting, translating, or representing, by any means and in any form, all or part of the myCloudTaxi Solution, the Associated Services, and their contents;
- downloading or reproducing, in whole or in part, the code of the myCloudTaxi Solution and Associated Services, or translating the form of such code in order to obtain the information necessary to ensure interoperability with other independently developed solutions, except in cases expressly permitted by applicable regulations;
- copy, reproduce, modify, adapt, or translate, in any way, integrate into other software, disassemble all or part of the myCloudTaxi Solution, the Associated Services, and their contents, or the documentation associated with them;
- decompile the myCloudTaxi Solution, the Associated Services, and their contents outside the cases expressly provided for by law, and in particular for the purposes of designing, developing, distributing, or marketing a similar, equivalent, or substitute hosted solution, or attempt to access or discover the source code;

- modify or attempt to modify, by any means, the myCloudTaxi Solution, the Associated Services, or their contents;
- extract or attempt to extract, by any means, a substantial part of the data contained in the myCloudTaxi Solution, the Associated Services or their contents;
- use the myCloudTaxi Solution, the Associated Services or their contents to create derivative works or competing solutions, based on all or part of the myCloudTaxi Solution, the Associated Services or the associated know-how, or develop any software or service likely to compete with the myCloudTaxi Solution.

myCloudTaxi shall be the only entity authorized to adapt, modify, and improve the myCloudTaxi Solution.

**5.4 Availability of the myCloudTaxi Solution and Associated Services**

5.4.1. myCloudTaxi strives to do everything possible to maintain the User's continuous access to the myCloudTaxi Solution and Associated Services.

However, access to the myCloudTaxi Solution and Associated Services may be temporarily suspended or limited, without prior notice and at any time, due to incidents and failures inherent to the Internet and network operation (such as cyberattacks, unauthorized access, or cyberattacks), technical maintenance operations, updates, and migrations, in particular those described in Article 6.6, as well as, in general, any event beyond the control of myCloudTaxi.

The User expressly declares:

- they have been informed that the download, installation, and use of the myCloudTaxi Solution and Associated Services are carried out via the Internet;
- to be aware of the characteristics, technical risks, and limitations of the Internet that may cause difficulties in accessing the Solution, unavailability, slowdowns, interruptions, outages, and, in general, malfunctions inherent to such networks; and
- to take all appropriate measures to protect the Data transmitted via the Internet and to back it up.

5.4.2. In the event of a security alert suggesting the existence of fraudulent access, a cyberattack, or any breach of the myCloudTaxi information system, myCloudTaxi may suspend access to the myCloudTaxi Solution in whole or in part at its discretion, immediately and without prior notice.

Such suspension shall not give rise to any compensation for the User. However, myCloudTaxi shall notify the User as soon as possible and, in any event, within twenty-four (24) hours of detecting the alert, of the exact causes and details of the security alert, by any means that myCloudTaxi deems appropriate, taking into account the nature and scope of the alert.

In this regard, myCloudTaxi undertakes to provide the User with all useful information, in particular that which enables the User to respond to requests from its Prescribers, Career Flows, regulatory bodies, or competent public authorities in relation to the security alert that may have indirectly affected both the User and such third parties.

ARTICLE 6 – SERVICES ASSOCIATED WITH THE myCloudTaxi SOLUTION

The features and Services Associated with the Solution, as well as how they are used, are described in Appendix 1.

**6.1 Hosting**

myCloudTaxi performs a daily backup of User Data on its own servers or those of its subcontractors.

The hosting service provider used by myCloudTaxi within the framework of the myCloudTaxi Solution is identified in Article 1.4.

User Data is not hosted or stored on a dedicated server exclusively for that User.

**6.2 User Support**

6.2.1. myCloudTaxi provides User support in relation to any difficulties that may arise during normal use of the myCloudTaxi Solution, through a remote support service available Monday through Friday, on business days, from 8:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 5:00 p.m.

Access to this User support service is exclusively through the Solution itself, via the "Support" menu.

6.2.2. The initial response time for a support request is FIVE (5) business days from receipt, this period being understood as merely indicative.

**6.3 Maintenance**

6.3.1. The User benefits permanently from:

- updates, improvements, and corrections of errors and anomalies that myCloudTaxi makes to the myCloudTaxi Solution in order to prevent or correct malfunctions in its operation;
- access to new versions of the Solution developed by myCloudTaxi.

6.3.2. Access to the myCloudTaxi Solution and Associated Services may be temporarily interrupted for reasons of necessity related to the performance of maintenance operations, in particular those described in Article 6.6.

In such cases, myCloudTaxi will inform the User.

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**ARTICLE 7 – CONFIGURATION – SETTING UP THE myCloudTaxi SOLUTION**

The methods for configuring the User's Personal Space, as well as those relating to the parameterization of the functionalities of the myCloudTaxi Solution, are described in this article.

These operations are carried out under the sole responsibility of the User and without direct assistance from myCloudTaxi.

Until the User has configured the Solution's features in accordance with the recommendations described in these General Terms and Conditions of Use, access to, consultation and use of the myCloudTaxi Solution may not work, or may work only partially or incorrectly.

As the publisher of the myCloudTaxi Solution, myCloudTaxi reserves the right to add, delete, and/or modify, in whole or in part, any feature of the Solution. The User will be informed of such modifications and may object to them under the conditions set out in Article 3.2.

**7.1 Personal Space settings**

7.1.1 Personal and professional information. From their Personal Space, Users may enter, record, and store personal and professional information concerning them, as well as, where applicable, download all necessary documentation or documentation related to their professional activity.

This information can also be modified from this interface.

7.1.2 Taxi Vehicle Registration. Registration consists of filling in the characteristics of the Taxi Vehicle (make, model, type, etc.) from the "Vehicle Management" interface, accompanied by the documents indicated as optional or complementary, such as the vehicle registration certificate and the administrative authorization necessary for access to certain Race Flows.

The User may add, modify, or archive a Taxi Vehicle from this section at any time.

7.1.3 Adding sub-users. The User may add as many sub-users as they wish, respecting the registration process set out in Article 4.1 for each of them.

The User shall be responsible for assigning each sub-user the access rights to the Solution corresponding to the profile assigned to them, under their sole responsibility.

In the event of adding sub-users, the User shall have the status of Administrator User of the accounts of said sub-users and guarantees the acceptance and compliance with these General Conditions of Use by each of them.

**7.2 Geolocation and Camera Settings**

The optimal functioning of the myCloudTaxi Solution requires that the geolocation of the User's Mobile Terminal and/or Taxi Vehicle be permanently activated.

The activation and modification of the Taxi Vehicle's location parameters is carried out from the Mobile Terminal and/or from the Taxi Vehicle's taximeter.

The Camera is activated together with the taximeter. Only owner profiles will have access to the images associated with the use of the Camera, both in real time and in subsequent playback.

**7.3 Parameterization of the "mission proposal reception" function**

The myCloudTaxi Solution allows the User to receive, from a single interface, Mission Proposals from different sources: partners and prescribers (in particular through the Terminals acquired and made available by the User or through the Solution when the User has created a Prescriber Space), Race Flows (including INTERTAXI and 1001Taxis) and Driver Groups.

In order to receive Mission Proposals from these sources, the User must first activate them from their Personal Space or from the Application and, in the case of the INTERTAXI service, be certified and have subscribed to the corresponding option.

The type of Mission Proposals received (Immediate or Scheduled Ride) will depend on their origin and, therefore, on the corresponding Ride Flow.

Within the framework of the provision of Terminals or the creation of a Prescriber Space, the User manages their relationship with the Prescriber and, where applicable, the custody of the Terminal, under their sole responsibility.

7.3.1 Registration of Mission Proposals. The myCloudTaxi Solution allows the User to manually register Mission Proposals for themselves or share them with their Driver Groups from the "New Ride" or "Booker" interface.

In the case of a Mission Proposal corresponding to a Scheduled Ride, the User may only register a ride at least ONE (1) hour in advance.

7.3.2 Registration of Prescribers. From the "Prescriber Spaces" interface, the User can register their prescribing partners and, where applicable, associate or dissociate one or more Terminals.

The registration of a Prescriber entails the creation of a dedicated Prescriber Space that allows them to enter and send Mission Proposals to the User.

Each Prescriber Space is personal and accessible exclusively through a unique username and password.

To access their Prescriber Space, Prescribers must confirm their registration via the link that will be sent to them after registration.

The Prescriber Space includes a Mission Proposal form, a passenger list, and a race history.

The User may delete a Prescriber at any time.

7.3.3 Ordering and associating a Terminal. From the "My Terminals" interface, the User can request one or more Terminals, depending on the subscription plan contracted, as well as consult the geographical location of each one.

The status of each Terminal (on/off, activated, requested, unassigned, blocked, received) can be accessed from this interface.

The User can delete a Terminal or unlink it from a Prescriber at any time.

7.3.4 Tracking a Terminal order. The User can track the status of their Terminal order from the corresponding interface.

7.3.5 Connection to Race Flows. From the "Vehicle Management" or "Race Flows" interfaces, the User can connect, for each registered Taxi Vehicle, the Race Flows that said vehicle is authorized to receive.

To activate a Fare Flow, the User must have previously contacted the operator of the corresponding Flow, registered, and accepted its general conditions of use, including, where applicable, its economic conditions, with the exception of the 1001Taxis application.

Each Fare Flow, as a third-party managed intermediation platform, independently defines its rules for assigning and managing fare requests, as well as the criteria for classifying drivers, without myCloudTaxi intervening or having any control over them.

The User may deactivate any Ride Flow connected to the myCloudTaxi Solution at any time.

7.3.6 INTERTAXI Service. The myCloudTaxi Solution technically integrates the INTERTAXI service, managed by the INTERTAXI entity, which allows passengers and drivers to be connected for Immediate or Scheduled Rides.

To use this service, the User must have subscribed to the corresponding option, be certified by INTERTAXI in accordance with its own general terms and conditions, and accept the terms of use applicable to that service.

Within the framework of the INTERTAXI service, the User acknowledges that they have a direct contractual relationship with INTERTAXI, the latter being the sole provider of the intermediation service.

myCloudTaxi acts exclusively as a technical provider and does not intervene in the contractual relationship between the User or the driver and INTERTAXI, nor between the User or the driver and the passengers. Consequently, myCloudTaxi assumes no legal, contractual, or financial responsibility in relation to Mission Proposals, passengers contacted through INTERTAXI, or the execution of the corresponding rides.

7.3.7 1001Taxis Service. The 1001Taxis application allows users to send Mission Proposals for Immediate or Scheduled Rides to Users they have previously added as favorites or, alternatively, to use the INTERTAXI service to be put in contact with a driver.

To be added as a favorite by a user of the 1001Taxis app, the User may provide them with the corresponding QR code.

**7.4 Parameterization of Driver Groups**

The myCloudTaxi Solution allows the creation of Driver Groups, consisting of exchange interfaces between Users.

The User can create the following types of Driver Groups:

- Internal Group, intended for drivers belonging to the same entity;
- External Group, intended for Users who collaborate without belonging to the same legal structure;
- Security Group, intended for use of the SOS function.

The User who creates a Driver Group will be responsible for it and will manage the addition and removal of members.

Membership in certain Driver Groups determines access to some features of the Solution, such as the distribution of rides or the SOS function.

**7.5 Parameterization of the "Mission Proposal Distribution" feature**

7.5.1 "Dispatch" feature for fleet owners or managers. The myCloudTaxi Solution offers fleet owners and managers an automatic Mission Proposal distribution feature.

This feature allows you to manage multiple Taxi Vehicles from a single Personal Space and can be adapted at the User's request, resulting in additional billing, if applicable.

By default, the distribution system assigns Mission Proposals to the available Taxi Vehicle that meets the conditions of proximity, administrative authorization, and requested characteristics.

7.5.2 Sharing Mission Proposals between Driver Groups. The User can transmit Mission Proposals to the members of their Driver Groups, provided that the characteristics of the required Taxi Vehicle are compatible.

**7.6 SOS Function**

The User can activate the "SOS ALERT" function at any time from the myCloudTaxi Solution, which allows them to send a request for assistance to the members of their Security Groups who are connected at that time.

The request is made by means of a notification sent to the relevant Users.

**7.7 Onboard WiFi Function**

The User may share the WiFi connection available in their Taxi Vehicle with the people on board, provided they have the compatible technical equipment.

**ARTICLE 8 – INDEPENDENCE OF THE USER**

**8.1.** The User carries out their professional activity, as indicated in Article 1.2, with complete independence and without any intervention from myCloudTaxi in the context of said activity, under any circumstances.

In particular, the User independently and under their sole responsibility determines the Prescribers they wish to register in the Solution (and, where applicable, those to whom a Terminal is made available), the Race Flows they wish to connect to, the management of their direct relationship with end users, including through the 1001Taxis application, the Driver Groups they create or wish to join, as well as the Mission Requests they accept or cancel.

Consequently:

- Mission Requests received through the myCloudTaxi Solution are transmitted to the User under their sole responsibility and/or under the responsibility of the Prescriber or the corresponding Race Flow. myCloudTaxi does not intervene in any way in the rules and criteria governing the transmission of Mission Requests;
- taxi transportation services are concluded and performed under the sole responsibility of the User and its end users.

**8.2.** The User assumes sole responsibility for all civil, administrative, and criminal consequences arising from the exercise of their passenger transport activity by taxi, its execution, or its non-execution, including, in particular:

- infractions committed in the context of the use of the Taxi Vehicle, as well as the economic, fiscal, labor, civil, administrative, and criminal consequences attributable to the User;
- damage suffered by the Taxi Vehicle or by the persons transported during a journey.

**8.3.** The User also assumes sole responsibility for all taxes, fees, charges, and obligations, in particular of a social, accounting, and fiscal nature, as well as the costs inherent in the exercise of their activity, as indicated in Article 1.2.

**8.4.** The User is solely responsible for the processing of Data carried out in the course of their activity, in particular through the myCloudTaxi Solution, and for the measures to be implemented to comply with applicable regulations.

The User's attention is expressly drawn to the fact that the use of the Camera and the processing of the resulting Personal Data are strictly regulated by the applicable regulations on the protection of personal data, in particular Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 of December 5 on the Protection of Personal Data and Guarantee of Digital Rights, as well as, where applicable, by the applicable regulations on video surveillance and the use of image capture devices in vehicles.

The User undertakes to strictly comply with these provisions, both with regard to drivers and sub-users and end users.

**ARTICLE 9 – OBLIGATIONS OF myCloudTaxi**

**9.1.** myCloudTaxi undertakes to provide the User with the myCloudTaxi Solution and Associated Services with diligence and care, in accordance with best practices and industry standards.

myCloudTaxi undertakes to ensure the levels of quality and service described in these General Terms and Conditions of Use.

**9.2**. myCloudTaxi shall inform the User as soon as possible of any event of which it is aware and which is likely to compromise the proper execution of these General Terms and Conditions of Use.

**ARTICLE 10 – OBLIGATIONS – USER DECLARATIONS**

**10.1**. Throughout the duration of use of the myCloudTaxi Solution and the Associated Services, the User undertakes to:

- comply with these General Terms and Conditions of Use;
- annually provide the myCloudTaxi Solution with all documents indicated as mandatory at the time of registration and which have reached their expiration date;
- inform and notify myCloudTaxi without delay of any changes relating to their professional situation, so that myCloudTaxi has up-to-date and accurate information.

10.1.1. The User declares and guarantees:

- they have all the legal and administrative authorizations and qualifications required under current applicable regulations to carry out their professional activity as indicated in Article 1.2; and
- they carry out said activity in accordance with applicable regulations and in full compliance with them.

The User undertakes to use the Solution and Associated Services in a manner that does not contravene any law or regulation, not to process illegal data through the Solution or Associated Services, and guarantees myCloudTaxi against any claim or action arising from such events.

10.1.2. myCloudTaxi reminds the User that:

A. the obligations relating to the communication of location and availability data, where applicable, as well as the obligations relating to the acceptance or rejection of service requests, depend on the sectoral regulations applicable to taxi transport in the territory in which the User operates (state, regional, and local regulations), as well as the rules of the Ride Flow or third-party service that the User has activated, and that failure to comply with these obligations may result in administrative or disciplinary consequences for the User.
B. The reasons for rejecting a Mission Proposal may be regulated by the applicable regulations in force and/or by the operating conditions of the Race Flow or the corresponding third-party service. Consequently, the User undertakes to reject a Mission Proposal, including those requested through a Career Flow or through the INTERTAXI service, in accordance with these provisions. To this end, the User may reject a Mission Proposal, in particular, in the following circumstances:

    - upon receipt of the Mission Proposal, when:

  - it is incompatible with their availability or their rest obligations, end of shift, or other simultaneous request, or there is an upcoming reservation;
  - the User is waiting at a taxi rank, to the extent permitted by applicable regulations;
- during the approach to the pick-up location, when:
  - the pick-up location is inaccessible;
  - the customer is absent;
  - the destination of the journey is outside the territorial area in which the User is authorized to provide the service, when applicable regulations establish limitations of this type;
  - the User is required to make another pick-up on public roads, to the extent permitted by applicable regulations;
  - the Mission Proposal is incompatible with compliance with applicable hygiene or safety conditions.

C. The rates applicable to taxi rides are regulated by current regulations and by the rate schedules approved by the competent Administration. The User agrees to carry out Immediate and Scheduled Missions in accordance with these regulations and, in particular, to respect the official rates in force that are applicable in the territory in which the service is provided.

10.1.3. The User indemnifies myCloudTaxi against any damage, whatever its nature or cause, arising from the breach of the representations and undertakings made in this Article 10 and, in general, from any breach of these General Terms and Conditions of Use.

Consequently, the User shall assume any liability, loss, cost, damage, expense, and attorneys' fees that may result from such breaches.

**10.2 Tax and social security obligations of the User in the context of the distribution of Mission Proposals**

For any information regarding the User's tax and social security obligations in the context of the distribution of a Mission Proposal among Users of the same Driver Group, the User should refer to the relevant section accessible from the myCloudTaxi Solution.

10.2.1. The User can directly access official information, in particular:

- on the website of the State Tax Administration Agency, in relation to their tax obligations;
- on the official websites of the General Treasury of the Social Security and/or the competent body, in relation to their social security and contribution obligations.

**ARTICLE 11 – FINANCIAL CONDITIONS**

**11.1 Price of the myCloudTaxi Solution**

The price of access to and use of the myCloudTaxi Solution is set in accordance with the current pricing conditions and depends on:

- the subscription plan chosen by the User and, consequently, the level and scope of the features included;
- the number of Active Taxi Vehicles registered by the User in the Solution; the type of Associated Communication Services used by the User through the Solution.

myCloudTaxi reserves the right to modify the current pricing conditions. Any modification will be notified to the User with a minimum of FIFTEEN (15) days' notice.

The User may use the myCloudTaxi Solution, the Associated Services, and the intellectual property rights granted by myCloudTaxi under the terms set forth in these General Terms and Conditions of Use, free of charge within the limits set forth in the current pricing conditions.

11.1.1 Price based on the number of Active Taxi Vehicles

The price based on the number of Active Taxi Vehicles registered is detailed in the current pricing conditions accessible from the User's Personal Space.

11.1.2 Price of other Services

The User may, at any time from their Personal Space, subscribe to optional Associated Services, in particular Associated Communication Services, Associated Services linked to Terminals, the Camera or Payment Links, in the form of monthly fees corresponding to the selected offer.

The price of these services is determined based on myCloudTaxi's current rates and the type of services selected by the User.

Details of the current rates and available services can be viewed at any time from the User's Personal Space.

All prices applicable to the myCloudTaxi Solution are expressed in euros, excluding taxes, and will be increased, where applicable, by the legally applicable taxes and duties, in particular Value Added Tax (VAT).

**11.2 Payment methods**

Any amount owed by the User for the use of the myCloudTaxi Solution shall be payable by credit card through the Solution or, in certain cases, by SEPA direct debit. The User may register these payment methods in the Solution.

Total or partial non-payment, upon maturity, of any amount owed by the User to myCloudTaxi shall give rise, as of right and without prior notice, to the accrual of interest on arrears equivalent to three (3) times the legal interest rate, in accordance with the provisions of applicable Spanish commercial law.

Likewise, in the event of late payment, the User shall owe myCloudTaxi a fixed compensation for collection costs in the amount of FORTY (40) euros. When the collection costs actually incurred by myCloudTaxi exceed this amount, myCloudTaxi reserves the right to claim additional compensation upon justification.

**11.3 Expenses payable by the User**

In the context of using the myCloudTaxi Solution, the following expenses shall be borne exclusively by the User and shall be independent of the price of the Solution:

- expenses arising from the use of the Solution under the conditions set out in Article 4.4.4;
- any other expenses not expressly assumed by myCloudTaxi under these General Terms and Conditions of Use.

**ARTICLE 12 – CONDITIONS OF ACCESS AND USE OF DATA WITHIN THE FRAMEWORK OF THE myCloudTaxi SOLUTION**

**12.1 Access to Data by myCloudTaxi**

These provisions apply in addition to and without prejudice to the Confidentiality and Data Protection Policy.

12.1.1. During the period of use of the myCloudTaxi Solution, myCloudTaxi has access to all Data that the User uses, collects, downloads, transmits, and produces through the myCloudTaxi Solution and Associated Services, in particular through the Associated Communication Services.

The categories of Data concerned include, in particular:

- Data relating to the User's identification;
- Data relating to the User's professional activity; Data relating to the movements, location, and real-time availability of the Taxi Vehicle;
- Data relating to Mission Proposals when these originate from a manual entry by a User or Prescriber within the Solution. myCloudTaxi does not have direct access to this category of Data when the Mission Proposal comes from a Race Flow managed by third parties;
- Data exchanged between Users through the Associated Communication Service;
- Data exchanged with end users of taxi transportation services when the User uses the Associated Communication Service;
- Statistical data generated by the Solution relating to activity;
- Data relating to any dispute between the User and myCloudTaxi.

12.1.2. Certain Data to which myCloudTaxi has access is transmitted to it by third parties, in particular:

- Prescribers, when they send Mission Requests from their Prescriber Space;
- the Race Flows connected by the User to the myCloudTaxi Solution;
- INTERTAXI, when the User has activated this service.

The categories of Data transmitted by these third parties include, in particular:

- Data relating to Mission Requests;
- Data exchanged with end users of transport services when the User uses the Associated Communication Services;
- Data relating to the evaluation of the Taxi Vehicle driver when the Ride Stream has a rating system.

**12.2 Conditions for the processing of Data by myCloudTaxi**

12.2.1 Rights of myCloudTaxi over the Data

In order to enable myCloudTaxi to provide the Solution and Associated Services, the User grants myCloudTaxi, on a non-exclusive basis, the following rights over their Data:

- the right of extraction to transfer the Data, temporarily, in whole or in part, to any medium, whatever its form or nature;
- the right of reproduction to fix, record, or use the Data, in whole or in part, by any technical means;
- the right to upload, install, and execute the Data on any medium necessary for its use within the framework of the Solution;
- the right to represent, reuse, and exploit the Data in order to make it available to the User;

- the right to communicate the Data to any User or authorized third party;
- the right to adapt, organize, and modify the Data when such operations are strictly necessary for its technical processing or for the performance of the Associated Services.

This authorization is granted worldwide and for the entire duration of use of the Solution in accordance with Article 4.3.

12.2.2. In order to ensure the integrity of the Solution, myCloudTaxi reserves the right to subsequently check the Data uploaded, used, or transmitted by the User and to delete, without prior notice, any Data or content that contravenes these General Terms and Conditions of Use or applicable regulations, without prejudice to the right to suspend or terminate the User's access in accordance with Article 15.2.

The User will be informed under the conditions set out in Article 17.4.

12.2.3 Purpose of processing - Data processing carried out by myCloudTaxi is done exclusively for the following purposes:

- allow the User to access and use the Solution;
- provide the Associated Services described in Article 6;
- improve the services and optimize the User's experience;
- compile statistics relating to the use of the Solution and the Associated Services.

This list of purposes is exhaustive.

12.2.4 Data Transmission. User Data is only transmitted to third parties when necessary for the proper functioning of the Solution and Associated Services, in particular to:

- Race Flows activated by the User;
- other Users, particularly within the framework of Driver Groups; myCloudTaxi subcontractors;
- the payment service provider;
- public authorities when there is a legal obligation to do so.

12.2.5 Confidentiality. User Data is confidential. myCloudTaxi undertakes to keep it confidential for the entire duration of use of the Solution and Associated Services.

However, myCloudTaxi may disclose it when such disclosure is necessary for the performance of its services or to comply with a legal obligation.

12.2.6 Security. myCloudTaxi takes appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of the Data.

The User acknowledges that myCloudTaxi does not control the transmission of Data over public telecommunications networks and accepts that the confidentiality of the Data cannot be guaranteed during such transmission.

**12.3 Access and processing of Data by the User**

12.3.1 User Rights. Throughout the use of the myCloudTaxi Solution, the User may freely access their Data from their Personal Space and modify it within the limits set forth in these General Terms and Conditions of Use.

12.3.2 User Obligations. The User is considered the owner of the Data and the rights associated with it, and is solely responsible for the Data transmitted through the Solution.

The User guarantees the legality, accuracy, and integrity of the Data and declares that it does not contain any content that is illegal, false, misleading, discriminatory, violent, promotional, or contrary to current regulations.

12.3.3 Destination of the Data after the end of the subscription. Once the subscription has ended, the User may recover, upon express request made within a maximum period of SEVEN (7) days, only the Data entered by them in the Solution.

The Data generated by the internal processing of the Solution will not be recoverable.

myCloudTaxi will proceed to delete the Data, except for those that must be retained due to legal obligations.

**ARTICLE 13 – WARRANTY – LIABILITY OF myCloudTaxi**

**13.1 Warranties**

13.1.1. myCloudTaxi guarantees the User the peaceful use of the myCloudTaxi Solution on its own behalf.

myCloudTaxi guarantees the User against any action for infringement of copyright or other intellectual property rights brought by a third party and relating to the Solution, provided that all of the following conditions are met:

(i) myCloudTaxi has been immediately informed by the User through reliable communication;
(ii) the alleged infringement does not result from an act attributable to the User; and
(iii) the Solution is declared infringing, in whole or in part, by a final court decision.

In any case, myCloudTaxi shall be the sole party to determine the defense strategy and shall have full freedom to settle or pursue the proceedings it deems appropriate.

The User must provide myCloudTaxi with all the information, elements, and assistance necessary to enable myCloudTaxi to carry out its defense or reach a settlement agreement.

If all or part of the Solution is declared infringing by a final court ruling, myCloudTaxi may, at its discretion:

- provide the User with a non-infringing solution that has the same or equivalent functionalities as the Solution; or
- obtain the right for the User to continue using and exploiting the Solution; or
- reimburse the User, in whole or in part, for the price paid for the subscription to the myCloudTaxi Solution.

**13.2.** myCloudTaxi makes no other express or implied warranties regarding the myCloudTaxi Solution and the Associated Services other than those expressly provided for in these General Terms and Conditions of Use. In particular, any implied warranty of merchantability or fitness of the Solution and/or the Associated Services for a particular purpose is excluded.

myCloudTaxi does not guarantee the results of the Solution and/or Associated Services, and only assumes an obligation of means in the performance of its obligations. myCloudTaxi does not guarantee that the functionalities of the Solution or the Associated Services will meet the User's requirements.

The User and myCloudTaxi acknowledge that a computer solution such as myCloudTaxi may contain errors and that not all errors are economically rectifiable or that it is not always necessary to correct them. Consequently, myCloudTaxi does not guarantee that all faults or errors in the Solution will be corrected.

myCloudTaxi makes no warranty regarding the quality or availability of the Solution and Associated Services, particularly in the event of circumstances beyond its control, such as link interruptions, server failures, difficult or impossible Internet connections, etc.

**13.3 Liability**

13.4. The User uses the myCloudTaxi Solution and Associated Services at their own risk.

Within the framework of the use of the Solution and Associated Services, myCloudTaxi limits, to the extent permitted by applicable Spanish law, its liability to the User to cases where there is a breach directly and exclusively attributable to myCloudTaxi and the User proves it.

Any compensation payable by myCloudTaxi shall be limited, in all cases, to direct material damage caused to the User by myCloudTaxi.

Under no circumstances shall myCloudTaxi be obliged to compensate for immaterial and/or indirect damages, whether foreseeable or not, such as, in particular: operating losses, loss of turnover, loss of profits, loss of opportunity, loss of commercial damage, loss of earnings, and/or damage to image.

13.4.1. Without this list being exhaustive, myCloudTaxi cannot be held liable for any direct or indirect damages and/or consequences that:

- result from use of the myCloudTaxi Solution that does not comply with myCloudTaxi's instructions and recommendations, in particular those set out in these General Terms and Conditions of Use, or, in general, contrary to the precautions for use and best practices;
- result from faults, negligence, or lack of supervision attributable to the User, or from modifications or interventions in the Solution made by the User without the prior written authorization of myCloudTaxi;
- affect the User as a result of defects, unauthorized access or computer attacks on the system and/or the Data, regardless of any fault directly attributable to myCloudTaxi, or resulting from external computer resources other than those made available by myCloudTaxi;
- result from Race Flows or other services operated by third parties and accessible from the Solution, in particular due to any malfunctions thereof;
- result from the presence of viruses in the Solution, server unavailability, slowdowns, outages, or interruptions in access to the Solution when such malfunctions are due to circumstances beyond the control of myCloudTaxi, failures of telecommunications networks and/or private or public Internet connections, as well as cases of force majeure within the meaning of Article 14;
- result from accidental destruction of Data by the User or any third party who has accessed the Solution using the User's Identifiers;
- result from any incompatibility, malfunction, or other technical problems between the use of the Solution and the User's computer equipment.

The User is solely responsible for any direct or indirect damage caused by their connection or use of the Solution, both to themselves and to third parties or their equipment.

**13.5.** The civil liability of myCloudTaxi, for any reason, including under the guarantees provided for in these General Terms and Conditions of Use and with the exception of bodily injury and wilful misconduct or gross negligence, is limited to a maximum amount equivalent to the sums received by myCloudTaxi in consideration for the use of the Solution and the Associated Services during the TWELVE (12) months prior to the date of occurrence of the damage.

This limitation of liability is essential for myCloudTaxi and allows it to offer, under the conditions and limits set out in Article 11, the Solution and Associated Services free of charge in certain cases. Without this limitation, myCloudTaxi would not have contracted under these conditions.

## ARTICLE 14 – FORCE MAJEURE – UNFORESEEN CIRCUMSTANCES

### 14.1 Force majeure

14.1.1. Any events beyond the control of the parties, unforeseeable and unavoidable, constituting force majeure under Spanish law, shall be considered grounds for suspension of the contract and exemption from liability, provided that they occur after the signing of these General Terms and Conditions of Use and that they totally or partially prevent its execution.

14.1.2. By agreement of the parties, the following events shall also be considered cases of force majeure, even if all the above requirements are not strictly met: strikes by myCloudTaxi staff, Internet and telecommunications network failures, incidents related to traffic and circulation, fire, natural disasters, climatic events (heat waves, frosts), requisition, seizure, prohibition of currency transfers, insurrection, lack of means of transport, terrorist acts, epidemics or pandemics, and measures adopted by any competent authority (administrative or judicial) aimed at reducing, suspending, or stopping activity, or which entail a partial or total reduction, suspension, or cessation of activity.

14.1.3. The party prevented by a force majeure event shall (i) inform the other party as soon as possible by any means and (ii) send written confirmation by Notification within FIFTEEN (15) calendar days of the onset of the event, providing all the detailed information relating to the event and its foreseeable consequences.

14.1.4. The performance of the obligations of the impeded party shall be suspended, with the exception of the User's payment obligations.

If the impediment lasts for more than NINETY (90) consecutive working days from the occurrence of the force majeure event, the User and myCloudTaxi may terminate these General Terms and Conditions of Use as of right and without compensation under the conditions set out in Article 15.2.2. The consequences set out in Article 15.3 shall apply.

### 14.2 Unforeseeable circumstances

The use of the myCloudTaxi Solution and the Associated Services expressly excludes, to the extent permitted by Spanish law, the application of the contractual review regime due to unforeseeable and unforeseen changes in circumstances.

Consequently, myCloudTaxi and the User waive, each for their own part, to request the renegotiation of these General Conditions of Use and any contract linked to them due to a change in circumstances that was unforeseeable at the time of subscription, undertaking to assume their obligations even if the contractual

balance were to be altered and even if their execution were to be particularly onerous, assuming all the economic and financial consequences arising therefrom.

This waiver is made to the extent permitted by applicable European Union law.

**ARTICLE 15 – CONDITIONS FOR TERMINATION AND/OR SUSPENSION OF ACCESS TO THE SOLUTION AND ASSOCIATED SERVICES**

**15.1 Termination of access to the Solution and Associated Services by the User**

In the event of a dispute with myCloudTaxi, the User may submit a complaint in accordance with the procedure set out in Article 16.1. The User may also terminate their subscription to the myCloudTaxi Solution and Associated Services:

- at any time from the myCloudTaxi Solution, terminating their access and/or subscription from their Personal Space. Given that the subscription is for an indefinite period, the termination shall take effect upon expiry of a period of SEVEN (7) days from receipt by myCloudTaxi of the Notice of termination;
- when myCloudTaxi modifies the terms of these General Terms and Conditions of Use in accordance with the procedure described in Article 3.2, by terminating access and/or subscription from their Personal Space. The termination shall take effect within FIFTEEN (15) days of myCloudTaxi receiving the Termination Notice;
- in the event of serious and repeated breach by myCloudTaxi of its obligations under these General Terms and Conditions of Use, subject to THIRTY (30) days' notice, in particular when:
    - myCloudTaxi does not make the Solution available under the conditions set out in these General Terms and Conditions of Use;
    - myCloudTaxi does not perform the Associated Services under the conditions provided for in Article 6;
    - myCloudTaxi fails to comply with its commitments regarding data processing under the terms set forth in Articles 12 and 17.1.

In this case, the User must send myCloudTaxi a certified letter detailing the alleged breaches and their intention to terminate these General Terms and Conditions of Use if the breaches are not remedied.

Termination shall take effect automatically upon expiry of a period of THIRTY (30) days from receipt by myCloudTaxi of the request, if myCloudTaxi has not remedied the situation within that period.

**15.2 Termination of access to the Solution and Associated Services by myCloudTaxi**

15.2.1. In order to protect the integrity and security of the Solution, myCloudTaxi reserves the right, at its discretion and subject to THIRTY (30) days, to (i) terminate the User's access to the Solution and Associated Services, or (ii) limit and/or suspend, in whole or in part, the use of the Associated Services and access to the Solution by any means that myCloudTaxi deems appropriate in view of the established impact, in particular in the following cases:

- breach of the conditions of use of the Solution and Associated Services provided for in Articles 5 and 6, in particular breach of the rights granted by myCloudTaxi in relation to the Solution;
- breach of the User's obligations and declarations provided for in Article 10;
- non-payment of the sums due under Article 11;
- breach of any of the User's obligations provided for in these General Terms and Conditions of Use.

myCloudTaxi shall notify the User, at the email address provided at the time of registration, of the measures it intends to take and the reasons and circumstances justifying them.

During the THIRTY (30) day notice period indicated, the User may send myCloudTaxi any useful comments in defense of their interests in order to challenge the proposed measure.

In the absence of comments from the User, or if, despite such comments, myCloudTaxi considers the measure to be justified, it shall become final upon expiry of the indicated period.

15.2.2. In order to protect the integrity and security of the Solution, myCloudTaxi also reserves the right, at its discretion, without notice and without prior notice, to (i) terminate the User's access to the Solution and the Associated Services, or (ii) limit and/or suspend, temporarily or permanently, the use of the Associated Services and access to the Solution by any means that myCloudTaxi deems appropriate in view of the impact observed, in particular in the following cases:

- repeated breach of the User's obligations that has already given rise to a previous measure in accordance with Article 15.2.1;
- breach by the User of the regulations applicable to their professional activity, as indicated in Article 1.2;
- failure to provide myCloudTaxi with the documents and supporting evidence required for the User to carry out their activity, or their suspension or expiry;
- when the termination of the User's access derives from a legal or regulatory obligation that prevents compliance with the notice period set out in Article 15.2.1;
- when the termination of the User's access derives from the need to comply with a mandatory legal or regulatory provision.

myCloudTaxi will notify the User, at the email address provided at the time of registration, of the measures taken and the reasons and circumstances justifying them.

**15.3 Consequences of the termination of access to the Solution and Associated Services and/or their suspension**

15.3.1. In the event of suspension and/or termination of access to the Solution and Associated Services, regardless of the cause or the party responsible, access to the Solution and use of the Associated Services will be impossible.

15.3.2. In the event of termination of access to the Solution and Associated Services, regardless of the cause or the party responsible:

- myCloudTaxi will prepare a statement of account to determine the amounts still owed by the User for the use of the Solution. The monthly fee provided for in Article 11.1.1 will be due for any period of THIRTY (30) days commencing on the effective date of termination.
- Communication credits acquired as part of the Associated Communication Services that have not been used on the effective date of termination shall be forfeited, shall not be refunded, and the amounts received by myCloudTaxi shall be retained.
- All sums owed to myCloudTaxi shall become immediately payable.
- The User may recover their Data under the conditions set out in Article 12.3.3.

15.3.3. In the event of suspension of access to the Solution only, the User shall continue to owe myCloudTaxi, where applicable, the full price of the myCloudTaxi Solution provided for in Article 11.

**ARTICLE 16 – DISPUTE RESOLUTION PROCEDURES**

**16.1 Internal complaint handling system**

For any dispute that may arise from these General Terms and Conditions of Use, the use of the Solution and/or the Associated Services, the User and myCloudTaxi undertake to prioritize the search for an amicable solution through the internal complaint handling system established by myCloudTaxi.

Disputes may relate, in particular, to difficulties in accessing the Solution, breaches of obligations, or measures taken by myCloudTaxi, including the total or partial termination of access to the Solution in accordance with Article 15.

The User may, at any time, submit any claim and/or complaint relating to the use and/or access to the Solution and/or the Associated Services directly from the Solution or by email to contact@mycloudtaxi.com.

The User's notification must contain:

- their ID;
- their contact details: email address and telephone number;
- a clear and precise statement of the reasons for their claim and/or complaint, indicating precisely the obligation(s) of these General Terms and Conditions of Use that are affected.

In the absence of the above information, myCloudTaxi will not be able to process the claim and/or complaint.

myCloudTaxi will respond to the claim and/or complaint within FORTY-FIVE (45) days of receipt. The response will be sent by email to the address indicated in the Notification or directly from the Solution. Where appropriate, it will contain a proposal for an amicable resolution.

The User may submit comments in response within FORTY-FIVE (45) days of receiving the response from myCloudTaxi.

The initial proposal will be re-examined taking into account the User's comments, and myCloudTaxi will inform the User of its final position within a reasonable period of time after receiving said comments.

**16.2 Jurisdiction clause**

If no amicable agreement can be reached, any dispute arising out of or in connection with these General Terms and Conditions of Use, the use of the myCloudTaxi Solution or the Associated Services shall be submitted, to the extent permitted by Regulation (EU) No 1215/2012 (Brussels I bis) and without prejudice to mandatory provisions, to the exclusive jurisdiction of the competent courts of Aix-en-Provence (France).

This jurisdiction clause shall apply without prejudice to any mandatory jurisdiction rules that cannot be validly waived under applicable European Union law.

**ARTICLE 17 – PERSONAL DATA – COOKIES**

**17.1 Personal data**

17.1.1. In the context of the use of the Solution and the Associated Services, myCloudTaxi may collect and process certain Personal Data of the User in its capacity as data controller.

The User should refer to the Confidentiality and Data Protection Policy for any information relating to the processing of the User's Personal Data by myCloudTaxi in that capacity, in accordance with Regulation (EU)

2016/679 (GDPR) and Organic Law 3/2018, of December 5, on the Protection of Personal Data and the guarantee of digital rights.

17.1.2. Within the framework of the use of the Solution and the Associated Services, myCloudTaxi may also process certain Personal Data on behalf of and for the account of the User, in its capacity as data processor.

The myCloudTaxi data processing agreement is accessible from the Solution for any information relating to the processing carried out by myCloudTaxi in this context, in accordance with the GDPR and applicable Spanish regulations.

**17.2 Cookies**

Within the framework of the use of the Solution and the Associated Services, myCloudTaxi may carry out operations aimed at accessing information already stored on the electronic communications terminal equipment used by the User to access the Solution, or at storing information on said equipment.

myCloudTaxi invites the User to refer to the Cookie Policy for transparent information on the cookies and other identifiers or equivalent technologies used in the Solution and their purposes, in accordance with the applicable regulations on information society services and electronic communications.

**ARTICLE 18 – MANAGEMENT OF ILLEGAL CONTENT**

**18.1**. In accordance with current regulations, the User has the possibility to inform myCloudTaxi from the Solution about any illegal content that they identify in the myCloudTaxi Solution, and in particular in relation to:

- incitement to hatred on grounds of origin, membership or non-membership of an ethnic group, nation, race, religion, or any other grounds protected by applicable regulations;
- child pornography and, in particular, the recording, storage, or transmission, with a view to its dissemination, of the image or representation of a minor when such image or representation is of a pornographic nature;
- the manufacture, transport, or dissemination, by any means and on any medium, of a message of a violent or pornographic nature or of a nature that could seriously undermine human dignity or incite minors to participate in games that put them in physical danger, as well as the commercialization of such a message;
- incitement to violence, in particular incitement to violence against women;
- attacks on human dignity;
- the glorification of crimes, war crimes, crimes against humanity, or related offenses;
- the dissemination of any content that incites discrimination, hatred, or violence against a person or group of persons.

**18.2.** To inform myCloudTaxi of the existence of content that the User considers illegal, the User can report such content directly from the Solution using the contact form, or communicate it by email to contact@mycloudtaxi.com, attaching the following information:

- the User's first and last names and email address;
- the illegal content identified, with a copy of the Data and/or the corresponding message, as well as an indication of its location within the Solution;
- the reasons why the content should be removed (mentioning the applicable legal provisions and justification of the facts);
- a copy of the correspondence sent to the User who created the content requesting its removal or modification, or justification that it has not been possible to contact the User.

Users are reminded that submitting content and/or Data as illegal in order to have it removed or prevent its dissemination, knowing that such information is inaccurate, may constitute punishable behavior under applicable regulations, including, where applicable, Spanish criminal law.

**18.3.** From the moment myCloudTaxi becomes aware of the existence of illegal content and/or activity in the myCloudTaxi Solution, myCloudTaxi will take appropriate measures to remove such content and/or make it impossible to access or use the Solution for such activity.

**18.4.** In accordance with applicable regulations, if myCloudTaxi decides to remove Data and/or content created by the User from the myCloudTaxi Solution or to block access to it, myCloudTaxi shall inform the User of its decision, at the latest, at the time the measure deemed appropriate is applied, and shall provide the User with a clear and specific explanation of the reasons for such decision.

**ARTICLE 19 – ADVERTISING**

Unless otherwise specified, the User authorizes myCloudTaxi to mention, for the purposes of presenting its activity, the fact that the User uses the myCloudTaxi solution in the context of their professional activity.

**ARTICLE 20 – TRIAL AGREEMENT**

By agreement between the parties, the computerized records kept by myCloudTaxi shall serve as proof of the transmissions and processing carried out.

**ARTICLE 21 – MISCELLANEOUS PROVISIONS**

**21.1.** If any provision of these General Terms and Conditions of Use is declared null and void or inapplicable pursuant to a law, regulation, or final court decision, that provision shall be deemed not to have been included and the other provisions shall remain in force.

**21.2**. The contractual relationship between myCloudTaxi and the User is governed exclusively by the provisions of these General Terms and Conditions of Use.

**21.3**. In the event of a breach by the User of any provision of these General Terms and Conditions of Use, myCloudTaxi reserves the right to take any action or measure against the User.

**ARTICLE 22 – APPLICABLE LAW**

These General Terms and Conditions of Use, as well as the use of the myCloudTaxi Solution and the Associated Services, shall be governed by French law, in accordance with Regulation (EC) No 593/2008 (Rome I), without prejudice to overriding mandatory provisions of European Union law.

Where the User is established in a Member State of the European Union other than Spain, these General Terms and Conditions of Use shall be interpreted and applied in accordance with applicable European Union law, including but not limited to regulations on jurisdiction, applicable law, digital services and personal data protection.

**APPENDIX 1 – FUNCTIONALITIES OF THE myCloudTaxi SOLUTION**

**Features:**

- Dashboard: maintain an overview of equipment and drivers in real time; access the status of connected taximeters and connected drivers.
- Geocoding: latest geographical position communicated by the taximeter.
- Automatic upload of fares by the taximeter: fare information from the taximeter.
- Automatic upload of missions from driver apps: mission information from driver applications.
- Automatic upload of taxi status via the taximeter and driver app: taxi occupancy status according to driver equipment.
- Vehicle file: information on the vehicle and its equipment; management of mandatory documents.
- Driver file: driver information; management of mandatory documents.
- Mission dispatch: distribute missions (immediate or later) to the company's drivers, to a specific driver, or to groups of drivers.
- Mission fare estimation: estimate the fare for a mission based on the departure and arrival addresses.
- Duplicata: duplicate of trips from the taximeter.
- Messaging (chat): exchange of messages between drivers.
- QR code scanning for fares: uploading fare information to the driver's web application by scanning the QR code printed on the driver's fare ticket; access to the PDF invoice for the passenger via the QR code printed on the customer's fare ticket.
- Mission planning: planning of the company's missions and distribution of subsequent missions (reservations) from the Bookers (mission proposal forms) of the partners associated with the taxi company.
- Driver schedules: planning and monitoring driver unavailability.
- Vehicle schedules: planning and monitoring of vehicle unavailability.
- Fare history: information on all fares, from the various Bookers and driver applications.
- Notifications and alerts: administrative, trip, and alert notifications.
- Receipt of booking requests: specific notifications for subsequent mission requests from partners' mission proposal forms.
- Driver groups: working in groups; sharing missions, chat, alerts, etc.
- Document scanning: adding documents from the driver's mobile app; these documents are also accessible from the web app.
- Delay notifications: drivers can notify passengers of a delay.
- Customization of the fare ticket: customize the fare ticket with passenger information.
- Route tracking: track the route for trips made with a taximeter.
- Approach tracking: track drivers' approach (for partners).
- Duplication of the installation report: access to a duplicate of the taximeter installation report.
- Telemetry: obtain technical information about the vehicle by reading the CAN bus.
- Flow management: activate and deactivate the reception of fares based on their origin.
- Le.taxi connection: activation and deactivation of Le.taxi ride reception; only and exclusively if the driver and the selected vehicle are certified.
- Intertaxi connection: activation and deactivation of Intertaxi mission reception; only and exclusively if the driver and the selected vehicle are certified.
- Driver roles and profiles: definition of roles to limit access to certain information.
- WiFi sharing: offering WiFi to passengers thanks to the connected taximeter (if a SIM card is present).
- Account rides: customization of discount types for partners.
- Auctions: access to all subsequent job requests without assignment.
- Recurring missions: creation of recurring missions.
- Camera: access to live videos, replays, and alerts depending on the contracted offer.
- SOS group: share your location with drivers in the SOS group if the alert is activated.
- Remote meter lock: remotely lock a meter.

- Invoice and quote: creation, modification, and deletion of quotes and invoices.
- Statistics: tracking key company management data; number of missions, productivity, performance, etc.
- Activity reports: extract an activity report for the desired period (CSV, PDF).
- Heat maps: display of drivers' activity hotspots.
- Bluetooth connection to the connected ATA taximeter: allows you to read taximeter information and perform actions from the settings menu, such as changing menu colors, volume, light, and entering payment information for taximeter fares.
  Work at the taxi rank: distribution of fares to taxi ranks (GPS point defined by the taxi company).
- Groupement: collaboration between independent drivers on behalf of the Groupement; distribution of fares, issuing invoices, ticket customization, etc.

**Interfaces:**

1001TAXIS app (subscription required): app for passengers that facilitates a direct link between passengers and drivers.

Partner (B2B, hotels, restaurants): interfaces accessible via the URL app.mycloudtaxi.com with credentials provided by the taxi company that created these spaces; prescribers can request rides using a form directly from the taxi company.

Institutions: interfaces intended for entities seeking to offer an immediate ride request service to a broad base of Users; this form can be integrated directly into the website of the corresponding institution.

For more information, the User should refer to the documentation accessible from the Application.

Effective date of the Terms of Use: March 8, 2022.

Date of update of the GTC: January 14, 2026.