

1. Definitions

1.1 The Terms and Conditions governing the provision of RIDE Taxi booking and/or account services is provided by Hybrid Designs PLC or its subsidiaries with the exclusion of any other oral or written statement or agreement whatever its legal character.

In this contract:-

- a. "The Company" means the Joint Partnership of Hybrid Designs PLC and the Taxi Company Zelucy S.C.
- b. "Service" means the provision of the services referred to in clause 1.1 above and further contained herein.
- c. "Charges" means the total charges as set out in clause 2 hereof.
- d. "The Customer" means an organization or individual customer that completes an application with the Company for the service.
- e. "Invoice" means an invoice for the total of the charges delivered by the Company to the Customer.
- f. "Net Invoice Balance" means the total of the charges for the relevant period including administration charges but excluding VAT (Value Added Tax).
- g. "Journey" means a journey undertaken by a Taxi for or on behalf of a Customer of the Company or any other individual within the authorized RIDE platform.
- h. "Authorized RIDE Platform" means those companies or individual customers authorized to carry on business and accept or process bookings by means of RIDE Transportation Technologies.
- i. "RIDE Transportation Technologies" means the web based Taxi booking platform issued by and on behalf of the Company the use of which is governed and controlled by these terms and conditions.
- j. "Corporate Client" means an organization authorized to carry on business on RIDE platform and pay invoices on behalf of members periodically

2. Charges

The Customer or its subsidiaries agrees to pay to the Company:-

2.1 For all journeys undertaken by a Driver of a Taxi provided by the Company:- The metered fare applicable at the time of each relevant journey or the rate as may otherwise be agreed with the Company in writing plus all other agreed charges including administration charges and bank transfer fees.

2.2 For all journeys undertaken by a Driver of a Taxi provided by taxi companies in Addis Ababa within the authorized RIDE Transportation Technologies:-

a. The metered fare or otherwise appropriate charge for the journey applicable at the time of each relevant journey, or as may be previously published by the Technology Company upon special agreements with customer.

2.3 The Customer hereby authorizes the Company to pay these charges to serving drivers on the Customer's behalf and the Customer will fully and effectually indemnify the Company in respect of such payments.

2.4 For all journeys undertaken by a driver on behalf of the Company and any other taxi Company in addition to those contained in the preceding clauses:-

a. All local or other taxes (including Value Added Tax) at the rate determined by the Company or the appropriate tax authorities.

2.5 The Customer hereby acknowledges that when booking a taxi by using a RIDE Platform they agree to pay to the Company the charges provided herein on receipt of the Invoice from the Company.

3. The Rights and Powers of the Company

3.1 The Company reserves the right to:-

a. Alter any account number or security code number or the Invoice limit at any time and notify the Customer of such changes.

b. Change the rules or instructions concerning the use of any part of the Service from time to time and to notify the Customer accordingly.

c. Temporarily suspend the Service to the Customer wholly or in part in the interest of the security or quality of Service or in the interest of other Customers or if the Invoice limit is exceeded.

b. Suspend or temporarily suspend the Service in the event of communication failure.

c. Decline the Service unless the Company is at its own discretion satisfied that the proper security procedures have been followed and shall not be liable in any way for refusing the Service under these circumstances.

d. Decline to renew service if the Company should think it necessary or desirable.

3.2 The use of the word 'RIDE' and any printed material or design is copyright to the Company or its subsidiaries, and the ownership of such material shall remain with the Company or its subsidiaries.

4. RIDE Account

4.1 The Customer shall:-

a. Take all reasonable measures to ensure the proper use of RIDE platforms and the authority for its use and ensure that any third party takes the like measures and complies with the conditions in this paragraph and will cease to use the Service promptly after the relevant RIDE profile account cease to be valid.

b. Not to permit any person other than a proper or duly authorized party to use the Service or any issued ID Cards.

4.2 The Customer shall immediately notify the Company on becoming aware that:-

a. The RIDE Phone App account info or Service ID Card has been lost or stolen

b. Any previously authorized person using the RIDE Platform has had his or her authority terminated

c. In the event of any of the above taking place to take all practical steps to ensure

4.3 Validity

The RIDE web platform account shall cease to be valid:-

a. On the expiry date shown on the agreement contract; or

b. On the day in which the Service shall be terminated by the Company; or

c. When the Company is notified by customers of circumstances defined in paragraph 4.2 above.

4.4 Liability for Charges The Customer shall pay to the Company all applicable charges notwithstanding that some of the charges may relate to an unauthorized use of any part of the Service howsoever arising unless the Company has received notice in writing by the Customer of any of the circumstances as described in paragraph 4.2.

5. Payment of Invoices

Subject to any other written agreement between the parties hereto:

5.1 For Corporate clients, invoices will be delivered periodically as agreed by customer during application. Individual clients settle bills with cash at the end of each trip.

5.2 Corporate clients agrees to pay in full within 7 days of the date the total of such invoices.

5.3 The Company shall be entitled to charge interest on the balance of any account remaining unpaid for a period of more than 24 hrs. at the rate of 3% of total transaction per month starting from invoice deadline.

6. Invoice Limit

For corporate accounts, at the time of opening an account the Company will set a limit on the total amount outstanding. The Company will refuse to accept any further business in the event of this limit being exceeded. It will be the duty of the Customer to ensure that the use of the Service is operated within the Invoice limit. However the Company is not under a duty to the Customer to limit the Service to the Invoice limit and if in their absolute discretion the Company should continue to provide Service over and above the Invoice limit the full amount due to the Company shall be payable by the Customer notwithstanding that the Invoice limit may have been exceeded.

7. Termination

For corporate clients, the Service provided by the Company may be terminated as follows:

7.1 By either party giving the other 30 days written notice. Immediately if the Customer (without prejudice to any other rights or remedy of the Company):

- a. Fails to pay when due any sums payable.
- b. Commits any act of bankruptcy or compounds with his creditors or a Petition or Receiving Order in Bankruptcy is presented or made against the Customer or a Petition for an Administration Order is presented in relation to the Customer or Resolution or Petition to wind up the Customer is passed or presented (otherwise than for reconstruction or amalgamation) or a Receiver or Administrative Receiver is appointed.
- c. Fails to observe or perform or breaches any of the Terms and Conditions set out herein.

7.2 Any waiver by the Company of any breach by the Customer of these Terms

7.3 and Conditions is limited to that particular breach. No delay by the Company to act upon a breach shall be deemed a waiver.

8. Disputes

8.1 In the event of any dispute concerning the calculation by the Company of its charges, the Customer shall notify such dispute to the Company within 15 days of the Invoice (time being of the essence). In the event of no such notification being received by the Company the Customer shall accept the amount as being properly due and calculated and shall not be entitled to dispute the sum in any way whatsoever.

8.2 Any dispute arising under the Terms and Conditions, which does not involve a complicated issue of law, shall be referred in the first instance to arbitration.

9. Limitation of Liability

9.1 The Company has no obligation, duty or liability in contract tort for breaches of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

9.2 Whereas the Company shall take every reasonable care to ensure that it will only supply Licensed Taxis driven by Licensed Cab Drivers subject thereto:

9.3 Whereas the Company shall take no liability for stolen or lost items in taxis provided

9.4 Each provision of this paragraph is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held as incapable or unreasonable in any circumstances and shall remain in force notwithstanding termination of the Service.

10. Variation

The Company may from time to time amend these Terms and Conditions and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 30 days from the date of being sent such variations to decline the same and to terminate the Service. But in the absence thereof they will be bound by such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charging or otherwise.

11. Service of Notices

Any notice to be served on either party by the other shall be in writing delivered by hand or sent by prepaid post to the last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.

12. Severance

Any Terms and Conditions contained herein which in any way contravene the law of Ethiopia in which the service operates shall in such city to the extent of such contravention of law be deemed severable and shall not invalidate any other Terms or Conditions hereof.

This copy of our current “T&C” is issued to customers on opening an account with us and governs our general terms of business. Revised “T&C” will be circulated to account holders.

Additional Terms

1. The contract is a contract of supply. By placing a taxi booking at RIDE platform for services, the client is presumed to have agreed to these terms and conditions.

2. Although our system also processes on-demand requests for service should be preferably made at least 20 minutes in advance.
3. Customers should request a cancellation reference number when canceling any pre-booking.
4. RIDE service by Hybrid Designs cannot be held responsible for any delays caused by traffic congestion, weather conditions, road works or incidents on roads or vehicle mechanical failure.
5. Unless otherwise instructed by the customers, the Chauffeur will travel by the route considered most appropriate on the day.
6. All vehicles are fully insured and covered under a comprehensive (including third party) Insurance policy, as required under Ethiopian Law. However whilst every care is always taken, customer's property is carried entirely at his or her own risk and no responsibility can be accepted for loss or damage. Customers are therefore advised to check their own travel insurance.
7. In any event in no circumstances shall Hybrid Designs PLC be liable in contract tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatsoever.
8. The Company reserves the right (and delegates to its Chauffeurs the right) to refuse to carry any person who is thought to be under the influence of alcohol or drugs and/or whose behavior is considered to pose a threat to the Chauffeur, the vehicle or the passenger(s).
9. A reasonable amount of ordinary passenger luggage is allowed, but luggage or items, which in the opinion of the driver, amounts to an excessive of 25kg, or produce unpleasant odors will not be carried.
10. Upon completion of each journey a payment authorization should be accepted electronically or with a signature on a receipt by the passenger as proof of the journey and for the approval of any journey extras.
11. To avoid a miscommunication of a 'no-show', customers should not leave the pickup location without first communicating with RIDE Control center on 8202.
12. Customers will be held responsible for any damage to vehicles, fittings or equipment, through negligence, misconduct or any default of the customer or passenger(s) carried therein.
13. Additional Administrative charges apply for extra services. Extras include Airport Meet & Greet, waiting time, requests for Executive or MPV vehicles, use of mobile phone to contract call center, travel on toll ways, parking fees, gate entrance fees and additional stops. Tariffs are available on request.

14. A 10 Minute grace period is allowed on pick-ups other than at airports, waiting time after this time is calculated retrospectively to the original pick-up time at the applicable waiting time tariff. A 25 Minute grace period is allowed at the airport as part of the Meet & Greet service. Waiting time is charged after this time at the applicable rate.

15. For corporate clients, accounts are invoiced periodically upon customer's agreement during application and payment is strictly within 7 days. Individual customers settle bill with cash at the end of each trip.

16. Account queries will only be considered if raised within our 15 days credit terms.

17. Hybrid Designs PLC cannot be held responsible for a misuse of an account by employees of the customer or their agents.

18. The company reserves the right to use an approved affiliate supplier to fulfill any taxi booking upon customer's approval, should we deem it necessary.