



## Terms of Service

**Last updated: 22nd January, 2024**

These Terms of Service constitute a legally binding agreement (the “Agreement”) between you and **MONIIC TECH ELECTRONICS TRANSPORT SERVICES L L C**, its parents, subsidiaries, representatives, affiliates, officers, and directors (collectively, “Moniic”) governing your use of the Moniic mobile application (the “Moniic App”), and Moniic website (collectively, the “Moniic Platform”).

Moniic provides travel services for the User simply an entitlement to carriage over a TSP independent of Moniic. Therefore, Moniic makes the necessary arrangements with the TSP in its own name, which provides the User with an entitlement to carriage over the TSP. Consequently, Users are entitled to demand travel services and other claims directly from the TSP. The User uses Moniic only as an intermediate or an arranger and not as a transport service. The compensation claim of Moniic is made up of arrangement fees as well as the advance payment made by Moniic to the TSP.

By submitting a completed booking form via the Moniic App (“Ride Request” of the User) to Moniic the User makes an offer for the conclusion of an arrangement agreement. The object of this agreement is the arrangement of the travel service to meet the User’s Ride Request.

Moniic next sends the User a confirmation of the receipt of the ride details for the travel service that needs to be arranged either by email or through the mobile App . Through this, Moniic confirms only the receipt of the User’s Ride Request. The arrangement agreement between Moniic and the User for the requested travel service comes into effect only through a separate statement (“Booking Confirmation”) by Moniic through the APP. The User is then entitled to demand transportation services from the TSP directly as well as to make further claims directly against the TSP.

By entering into this Agreement, and/or by using or accessing the Moniic Platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions hereof) and accept all of its terms. If you do not agree to be bound by the terms and conditions of this agreement, you may not use or access the Moniic platform or any of the services provided through the Moniic platform.

When using the Moniic Platform, you also agree to conduct yourself in accordance with our Terms of Service, and other supplemental terms which shall form part of this Agreement between you and Moniic. Supplemental terms may apply to certain services, such as policies for a particular event, loyalty program, activity, or promotion, and such supplemental terms will be disclosed to you in connection with the applicable services. Supplemental terms are in addition to and shall be deemed a part of this Agreement for the purposes of the applicable services. Supplemental terms shall prevail over this Agreement in the event of a conflict with respect to the applicable services.

Moniic may amend this Agreement from time to time. Amendments will be effective upon Moniic's posting of an updated Agreement at this location or the amended policies or supplemental terms on the applicable service. Your continued access or use of the Moniic Platform after such posting constitutes your consent to be bound by this Agreement, as amended. Notwithstanding anything to the contrary, Moniic may immediately terminate this Agreement with respect to you, or generally, cease offering or deny access to the Moniic Platform or any portion thereof, at any time for any reason without notice.

The collection and use of personal information in connection with the Moniic Platform is as provided in Moniic's Privacy Policy. Moniic may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute, or conflict, which may include an accident involving you and a third-party provider and such information or data are necessary to resolve the complaint, dispute or conflict.

## **1. GENERAL CONDITIONS OF USE**

### **1.1. Scope and Definitions**

These General Conditions of Use apply to all services provided by Moniic (defined hereinbelow). Moniic owns and operates the Moniic Platform (defined herein below) in the United Arab Emirates.

### **1.2. Defined Terms**

- 1.2.1. **"Moniic"** means MONIIC TECH ELECTRONICS TRANSPORT SERVICES L L C, a company registered under the rules and regulations of the Dubai Economic Development Authority and has its registered address at Office No: S13, Building-MOHAMMED SAAD ABDULLA AL SHARIF Al Suq Al Kabeer- Burdubai Dubai, UAE, hereafter referred to as Moniic.

- 1.2.2. **“Car Booking”** means the booking of a chauffeur-driven luxury Vehicle for a Trip by a Passenger through the Moniic Platform.
- 1.2.3. **“Car Owner”** means a Transport Service Provider who through the Moniic Platform offers Vehicles to Members in exchange for Payment.
- 1.2.4. **“Ride Changes/ Changes to Service”** refers to any additional effort required as compared to the original Ride Request resulting in additional costs for the User. This additional effort may be for example an increase in the duration of service or requesting a different class of vehicle.
- 1.2.5. **“Chauffeur”** or **“Driver”** means a Transport Service Provider who through the Moniic Platform accepts Car Booking and transports Passengers in their own Vehicles.
- 1.2.6. **“Conditions”** mean these General Conditions of Use, including the Privacy Policy of Moniic or any other terms as notified on the Moniic Platform.
- 1.2.7. **“Payments”** means the amount calculated and fixed by the Moniic Platform in relation to the Trip which is payable by the Passenger either through the third-party online payment methods available on the Moniic Platform or in cash to the concerned Chauffeur/ Driver.
- 1.2.8. **“Passenger”** means a Member who has availed of Car Booking services and includes all other persons who accompany such Member in the Vehicle for the Trip.
- 1.2.9. **“Member”** refers to a registered user of the Moniic Platform.
- 1.2.10. **“Service”** refers to any service provided by Moniic through the Moniic Platform to any Member.
- 1.2.11. **“Scheduled Trips”** means trips that are booked from Point A to B, including stops that are added in-between, during the trip.
- 1.2.12. **“Moniic Platform”** means [www.Moniic.com](http://www.Moniic.com) and any other websites web applications, or mobile application maintained or operated by Moniic which offers similar services including any microsite or subsite offered through any such website or web applications.
- 1.2.13. **“Trip”** means a given journey in relation to which a Passenger and Chauffeur have agreed upon a transaction through the Moniic Platform.

- 1.2.14. **“Transport Service Provider” or “TSP”** means 3rd party Transport Providers that provide Moniic with vehicles and drivers as per a commercial agreement.
- 1.2.15. **“User Account”** means an account with the Moniic Platform opened by a Member and used in order to access the Service provided by Moniic through the Moniic Platform.
- 1.2.16. **“Vehicle”** means the vehicle or limousine offered by a Chauffeur on the Moniic Platform for Car Booking.

### **1.3. Acceptance of Conditions**

- 1.3.1. The Conditions apply to any and all use of the Moniic Platform by a Member. By using the Moniic Platform, the Members signify their acceptance of these Conditions in full and agree to be bound by them.
- 1.3.2. No access to the Services will be permitted unless the Terms & Conditions are accepted in full. No Member is entitled to accept the Conditions partially. If a Member does not fully agree to the Conditions, such Member may not use the Services. All Members agree to comply with the Conditions and accept that their personal data may be processed in accordance with the prevailing Privacy Policy.
- 1.3.3. In the event that any Member fails to comply with any of the Conditions, Moniic reserves the right, but not the obligation at its own discretion, to withdraw the User Account in question and suspend or withdraw all Services to that Member without notice.
- 1.3.4. These Conditions are intended to create binding rights and obligations between Members and Moniic in accordance with the UAE Federal Law Number 5 of 1985 on Civil Transactions Law (i.e., the UAE Civil Code).

### **1.4. Variation of the Conditions, Moniic Platform, and Service**

- 1.4.1. Moniic reserves the right to modify the Conditions at any time. In addition, Moniic may vary or amend the Services provided through the Moniic Platform, the Moniic Platform functionality, and/ or the “look and feel” of the Moniic Platform at any time without notice and without liability to Members.

- 1.4.2. Any modification to the Moniic Platform, Services, or Conditions will take effect as soon as such changes are published on the Moniic Platform, subject to communication of any material change to the Conditions to the Members in an email.
- 1.4.3. Members will be deemed to have accepted any varied Conditions in the event that they use any Services offered through the Moniic Platform following the publication of the varied Conditions. Changes will not apply to any bookings which have been made prior to the publication of the varied Conditions.

## **2. USE OF THE SERVICE**

### **2.1. User Account and Accuracy of Information**

- 2.1.1. In order to use the Services, each Member must create a User Account and agree to provide any personal information requested by Moniic. In particular, Members will be required to provide their first name, last name, age, title, valid telephone number, and email address. Use of the Moniic Platform is limited to those over the age of 18 years at the time of registration.
- 2.1.2. Members agree and accept that all of the information they provide to Moniic when setting up their User Account and at any other time shall be true, correct, complete, and accurate in all respects. Members also agree that any information supplied to Moniic or posted on the Moniic Platform in connection with any Trip, Vehicle, or Car Booking will be true, accurate, and complete.
- 2.1.3. Members agree and understand that Moniic does not undertake any verification to confirm the accuracy of any information provided by the Members on the Moniic Platform or to a Chauffeur or Passenger, as the case may be. Moniic will not be liable to any Member in the event that any information provided by another Member is false, incomplete, inaccurate, misleading, or fraudulent.
- 2.1.4. Unless expressly agreed by Moniic, Members are limited to one User Account per Member. No User Account may be created on behalf of or in order to impersonate another person.

### **2.2. Commercial Activity and Status of Moniic**

- 2.2.1. The Moniic Platform and the Services are strictly limited to providing a Service for Chauffeurs and Passengers to connect and communicate with each other in a private capacity to facilitate Car Booking for hire in a commercial and professional context. The Services are used only to offer or accept Car Bookings in exchange for Payments.
- 2.2.2. All Trips, collection points, and destinations must be pre-agreed through the Moniic Platform between the Chauffeur and Passenger. Chauffeurs may not collect any Passengers from any location that has not been pre-agreed with the Passenger through the Moniic Platform.
- 2.2.3. Chauffeurs and Transport Service providers are reminded that using the Services and accepting Car Booking offers or listing Vehicles for hire or reward or in a commercial or professional capacity through the Moniic Platform is subject to additional permits and licenses from the concerned regulatory authorities and government departments. Moniic shall not be in for any loss or damage incurred by a Member as a result of any breach of regulatory compliance. Any offering of Vehicles or acceptance of Trips in violation of regulatory compliance shall be at the sole risk of such Member and Moniic shall have no liability towards Members for such violations.
- 2.2.4. Neither Moniic nor the Moniic Platform provides any transport services. The Moniic Platform is a communications platform for Members to transact with one another. Moniic does not interfere with Trips, destinations, or timings. The agreement for Car Booking is between the Chauffeur and the Passenger. Moniic is not a party to any agreement or transaction between Members, nor is Moniic liable in respect of any matter arising which relates to a booking between Members. Moniic is not and will not act as an agent for any Member.

### **2.3. Booking and Payment**

- 2.3.1. Moniic offers its Members an online booking service (hereinafter, the “Booking Service”) with a view to facilitating the booking of chauffeured luxury rides by Passengers.
- 2.3.2. Moniic reserves the right not to offer the Booking Service to a Trip due to: (i) changes to applicable law or changes in the practice of regulatory authorities (ii) changes to market practices or technology

changes, (iii) changes of business considerations underlying the Booking Services, and (iv) other important and valid reasons.

### 2.3.3. Car Booking Process:

2.3.3.1. The Passenger provides details of his or her Trip on the Moniic Platform, specifying the pick-up and drop-off location, and then chooses one of the luxury vehicles listed on the Moniic Platform. The Passenger books the chosen Vehicle for that Trip from the Moniic Platform exclusively by clicking on the button “Book” (hereinafter, “Booking”). Moniic will then notify the Chauffeurs present in and around the pick-up area. If a Chauffeur accepts the Booking then Moniic will send a confirmation notification to the Chauffeur and the Passenger confirming the Booking (hereinafter, the “Booking Confirmation”). Once a Booking Confirmation has been sent, the Booking is complete and a separate binding agreement for Car Booking relating to the Trip shall be formed between the Chauffeur and Passenger(s).

2.3.3.2. Members accept that given the nature of the service Chauffeurs and Passengers will have no recourse to Moniic for any aspect of the transaction including in relation to the cancellation or last-minute changes to the Trip, failure by the Chauffeur or the Passenger to turn up or non-payment of the Payment. In particular, it is the Chauffeur’s responsibility to collect payment from the Passenger at the time of the Trip.

2.3.3.3. Moniic is not obliged to contact either party and will take no other steps whatsoever than those described above to manage the Booking. The operation of the Trip is solely managed by the respective Chauffeur and Passenger(s). Please note that Moniic reserves the right to change any aspect of the Moniic Platform or the Service which may include adding new services (which may require payment) or withdrawing any existing Services. Moniic does not guarantee that the Moniic Platform will be functional at all times and Services may be suspended during such periods when the Moniic Platform is not in operation. Moniic will not be liable to

any of the Members in the case where the Moniic Platform is non-operational.

#### 2.3.4. Scheduled & Hourly Bookings, Changes to Service

- 2.3.4.1. The User can choose between Scheduled and Hourly bookings for their Ride Request. If, according to the express wishes of the User, or guest, the actual Ride Request requires additional effort compared to the original Ride Request, the TSP should carry this out where possible. The extra effort may result in additional costs for the individual arrangement.
- 2.3.4.2. Changes in Travel Arrangements are subject to the availability of the TSP and can be made by the User.
- 2.3.4.3. In the case of Scheduled Bookings, the price quoted is valid for a start and destination address. An additional fee, according to the current price structure, accrues per stopover on the direct route. All Scheduled Trips are confirmed one hour before the trip is supposed to commence.
- 2.3.4.4. For hourly bookings, all the requests will be fulfilled by Moniic TSPs (Transport Service Providers) who are the companies' Transportation partners. See list of Moniic's TSPs here. For all Hourly bookings, the trip must always end in the same Emirate as the pickup location. An hourly booking always starts at the pick-up time confirmed upon booking. For hourly bookings, there will be a minimum number of kilometers assigned based on the booked vehicle category. Users can easily view this information in the app when making an hourly reservation.
- 2.3.4.5. If a ride is spontaneously lengthened (distance or number of hours) according to the wish of the User, or guest, the actual service (total distance or number of hours) will be newly calculated and priced according to the current price structure. In the case of hourly bookings, each additional 30-minute block is considered for invoicing, i.e. from the first additional minute, a half hour will be rounded up to ensure more reliable planning.



- 2.3.4.6. As a result, the compensation claim from the User increases when Moniic incurs additional expenses for the Contract of Carriage. The users might be charged for the additional amount in up to 2 separate transactions

## **2.4. Transport Safety, Consequences**

### **2.4.1. Luggage, Animals**

- 2.4.1.1. The price given in the Booking Confirmation includes the number of pieces of luggage specified on the booking form of the App. Excess luggage, bulky luggage, or the transportation of animals not stated as an additional comment upon booking could lead to corresponding surcharges; the arrangement fee will also be higher, as stated in the Booking Confirmation.

- 2.4.1.2. The TSP reserves the right to refuse the carriage of luggage and/or animals which was/were not agreed to. This also applies to animals that are not contained in a closed and suitable transport box.

### **2.4.2. Carriage of Children**

- 2.4.2.1. The need for safety seats for children should be requested by the User as an additional comment by specifying the number and age of children to be transported as well as the required type of seating.

### **2.4.3. Number of Guests and Pieces of Luggage**

- 2.4.3.1. The maximum number of guests and pieces of luggage specified for a particular vehicle is an estimate based on factors such as the size and weight of guests and luggage. These are therefore not binding.

- 2.4.3.2. The TSP can refuse the carriage of guests or luggage if they believe they compromise the space and safety conditions.

### **2.4.4. Prevention of Carriage**

- 2.4.4.1. The TSP reserves the right to refuse carriage if compelling (for example under applicable laws) requirements under Paragraph 2.4 were not at all, or not correctly, communicated by the User as an additional comment.

- 2.4.4.2. If, due to this, the carriage is not possible, this does not influence the payment of Moniic through the arrangement agreement with the User for the transportation booked.

## **2.5. Delays**

Exceptional situations such as pandemic lockdowns, strikes, extreme weather conditions, etc. can be compensated only to a limited extent, meaning that longer waiting periods or last-minute cancellations must be accepted by Users.

## **2.6. Cancellations, Changes to Booking, and No-Shows**

### **2.6.1. Cancellation**

#### **2.6.1.1. Scheduled trips:**

Cancellation is free of charge if there is more than one hour left before the agreed pickup time. If there is one hour or less before the agreed pickup time, the total price must be paid. A cancellation can only be done by using the cancel feature in our App.

#### **2.6.1.2. Hourly Bookings:**

Cancellation is free of charge if there are more than 24 hours left before the agreed pickup time. If there are 24 hours or less before the agreed pickup time, the total price must be paid. A cancellation can only be done by using the cancel feature in our App.

### **2.6.2. Changes to Booking**

Changes to bookings are generally treated as new bookings. The policy for dealing with cancellations (see Paragraph 2.6.1 above) therefore applies to the ride originally agreed upon. A compensation claim by Moniic for the originally agreed ride may be made accordingly.

### **2.6.3. No-shows without cancellation, Delay to the User**

In case of a no-show without cancellation, the User loses their entitlement to carriage over the TSP, however, this does not affect the compensation claim of Moniic towards the User.

#### **2.6.3.1. Scheduled trips**

A ride is considered a no-show if the User, or guest, has not shown up without cancellation within 30 minutes after the agreed pickup time at the agreed pickup location. If a customer does not show up, the ride must be paid for in full, whereas possible surcharges for waiting time do not apply.

For airport pickups, the ride is considered a no-show when the User, or passenger, has not shown up without cancellation within 30 minutes after the agreed pickup time at the agreed pickup location. If

a customer does not show up, the ride must be paid for in full, whereas possible surcharges for waiting time do not apply.

#### 2.6.3.2. Hourly Bookings

A ride is considered a no-show if the User, or passenger, has not shown up without cancellation after the expiration of the hours booked after the agreed pickup time at the agreed pickup location. If a customer does not show up, the ride must be paid for in full.

For airport pickups, the ride is considered a no-show when the User, or passenger, has not shown up without cancellation after the expiration of the hours booked after the agreed pickup time at the agreed pickup location. If a customer does not show up, the ride must be paid for in full.

### 2.7. Behavior in the Vehicle

The following behavioral standards apply to the User when traveling with the TSP: During the entirety of the ride, all guests must follow the regulations that apply to the relevant Road users, especially the seat belt regulations. Any instructions given by the TSP must be followed. It is the responsibility of the TSP to ensure a safe ride. It is therefore prohibited for guests to open the doors while driving, throw any objects from the vehicle, and/or stick body parts out of or shout from the vehicle. If the User wishes to use any of the devices or facilities in the vehicle, a brief instruction is required from the TSP. Smoking is prohibited in the guest part of the vehicle. If the User, or guest, ignores this, they are liable to pay not only the cost for the cleaning of the vehicle but also compensate for the loss of business due to the downtime of the vehicle. The consumption of food in the vehicle is prohibited. Alcoholic drinks are only allowed to be consumed in the car with prior consent.

### 2.8. Compensation and Payment

#### 2.8.1. Principles

The compensation claim of Moniic is specified in the Booking Confirmation. Key factors for its amount (including reimbursement of expenses to Moniic for the arranged transportation service) are the chosen vehicle class, the distance, how far in advance the ride is booked, as well as the pickup time and possibly the location. Additionally booked special requests, e.g., additional stops, bulky luggage, car seats for children, etc. may cause the price to increase.

## 2.8.2. Ride Changes

Even after the conclusion of the arrangement agreement and even after the start of the ride, provided it is possible for the TSP, the User (and the guest) can make changes to the Travel Arrangements. If a ride is spontaneously lengthened (distance or number of hours) according to the wish of the User, or guest, the actual service (total distance or number of hours) will be newly calculated and priced according to the current price structure. In the case of hourly bookings, each additional 30-minute block is considered for invoicing, i.e. from the first additional minute, a half hour will be rounded up to ensure more reliable planning.

Accordingly, the compensation claim increases for the User, due to Moniic's expenses for the Contract of Carriage for the Benefit of the User increasing. If the distance or number of hours is less than originally booked, the price remains unaffected.

## 2.8.3. Other premiums

### 2.8.3.1. Waiting Times for Scheduled rides.

For Scheduled Ride, no surcharges are applied in the case of airport (excluding long-distance train stations) for a waiting time of up to 30 minutes after the agreed pickup time, Each additional minute of waiting time will be calculated as a flat rate, including VAT, according to the hourly booking prices of the vehicle category. Any additional kilometers are subject to surcharge and are calculated according to the price per kilometer of the particular vehicle category.

### 2.8.3.2. Additional Kilometers for Hourly Bookings

Hourly bookings contain the kilometers (per hour) that are stated on the booking form. Any additional kilometers are subject to a surcharge and are calculated according to the price per kilometer of the particular vehicle category.

## 2.8.4. Terms of Payment and Transaction Fees

The User can pay for their ride with a credit card. Incidental credit card charges are carried by Moniic. Any transaction fees when making payments via bank transfer ( if available for that region ) (e.g. due to different currencies or different local accounts) are carried by the User.

**2.8.5. Payment Reminders, Unpaid Credit Card Invoices**

For each payment reminder, Moniic may charge an appropriate penalty fine. For unpaid credit card debts, Moniic charges the User for the incurred expenses (bank, credit card company) and reserves the right to assert an appropriate handling fee per incident. In addition to this, the User's access to the Moniic application will also be suspended until all unpaid dues to Moniic have been cleared.

**2.8.6. Sending of Invoices, Payment Dates**

Moniic provides the User with the respective invoice electronically as a download in their Moniic account. When paying by credit card, payment is due immediately.

**2.8.7. Vouchers**

Vouchers are only redeemable individually and cannot be combined with other vouchers. Vouchers are not redeemable for cash.

**2.9. Chauffeur and Passenger Obligations**

**2.9.1. The Chauffeur agrees:**

2.9.1.1. That the Trip shall not be for any fraudulent, unlawful, or criminal activity.

2.9.1.2. That they will make sure that the vehicle they drive is covered under a comprehensive insurance policy, which provides insurance coverage to the Passengers/occupants in the Vehicle and covers third-party liability.

2.9.1.3. That they will present themselves on time and at the place agreed with the specified Vehicle;

2.9.1.4. They will immediately inform all Passengers of any change whatsoever to the Trip. If a Passenger refuses the change, they are entitled to a full refund without any compensation being paid to the Chauffeur.

2.9.1.5. The Chauffeur must comply with the Zero-Tolerance Policy, Training Manual, and driver Terms and conditions at all times.

2.9.1.6. The Chauffeur must wait for the Passenger at the pickup point for at least 5 minutes after the agreed time (however, the Passenger is expected to be punctual).

**2.9.2. The Passenger agrees:**

- 2.9.2.1. The Trip shall not be for any fraudulent, unlawful, or criminal activity.
  - 2.9.2.2. That they will present themselves on time and at the place agreed with the Chauffeur;
  - 2.9.2.3. That they will immediately inform the Chauffeur or Moniic if they are required to cancel a Trip.
  - 2.9.2.4. That they will comply with the Terms of Service at all times.
  - 2.9.2.5. The Passenger agrees to wait at the pickup point for at least 5 minutes after the agreed time for the Chauffeur to arrive.
  - 2.9.2.6. They will make the cash Payment to the Chauffeur in case a cash payment facility is available for the said trip.
  - 2.9.2.7. That they shall ensure that all other persons who accompany the Passenger on the Trip comply with these Conditions as applicable to a Passenger.
  - 2.9.2.8. That, if according to the express wishes of the User, or guest, the actual Ride Request requires additional effort compared to the original Ride Request, the TSP should carry this out where possible. The extra effort may result in additional costs for the individual arrangement.
- 2.9.3. If the Passenger or Chauffeur fails to comply with any of these terms or any other Conditions Moniic reserves the right to keep information relating to the breach, to publish or disclose this information on the Member's online profile, and to suspend or withdraw the Member's access to the Moniic Platform.

## **2.10. Insurance**

- 2.10.1. The Car Owner agrees and undertakes to take out and maintain comprehensive insurance to cover third-party liability, the occupants of the Vehicle, and the Trip offered or booked through the Moniic Platform. The Chauffeur agrees that they will, on request, provide the Passenger with evidence, in advance or during the Trip, of the complete validity of its insurance policy and other regulatory compliances. The Chauffeur also undertakes to hold a valid driving license. The Car Owner must be entitled to list/register the Vehicle on the Moniic Platform and the Vehicle will have valid permits and license certifications to entertain the Car Booking. The Passenger is

entitled to request evidence of the Vehicle's insurance, registration certificate, driving license, and other applicable permits and license certificates at any time up to the completion of the Trip.

- 2.10.2. It is up to each Chauffeur and Passenger to confirm with each other that the Vehicle is covered under valid insurance. The Car Owner and Chauffeur must confirm that their insurance policy allows them to carry Passengers and that their insurance policy covers all Passengers and any accident or incident that may occur during a Trip. The Chauffeur and the Passenger are aware that standard non-commercial insurance policies may refuse to cover loss or damage arising during the Trip. If the insurers repudiate or refuse to accept any claim arising during a Trip for any reason, the Car Owner will be responsible for the financial consequences, losses, and damages arising and Moniic will not be liable under any circumstances to the Vehicle, Transport Service Provider, Chauffeur, or Passenger.
- 2.10.3. The Chauffeur may collect no payment from the Passenger other than the Payment that is notified on the Moniic Platform, and the Passenger is not obliged in any event to pay or reward the Chauffeur in any form.

## **2.11. Management of disputes between Users**

Moniic may at its sole discretion provide its Users with an online service for resolving disputes. This service is non-binding. Moniic is under no obligation to seek to resolve disputes and this service is offered at Moniic's sole discretion and may be withdrawn at any time.

## **2.12. Verification of IDs and Phone Numbers.**

- 2.12.1. By accepting this Agreement, every Member or any person who wishes to register as a User hereby agrees and consents to the fact that Moniic may collect IDs/documents belonging to them including but not limited to passport and Emirates ID card for the purpose of verification of the information contained in such IDs/documents by third-party service providers.
- 2.12.2. In order to increase trustworthiness, and prevent typos and wrong numbers, Members have to verify their mobile numbers. The Member

at the time of registration will provide Moniic with their mobile phone number, after which the Member will receive an SMS with a digit code (OTP) that can be validated on the Moniic Platform. This service is free of charge, except for the possible cost levied by a Member's mobile phone operator for receiving the SMS.

### **2.13. International Trips and International Bookings**

2.13.1. Bookings may be made through the Moniic Platform for international Trips in certain areas. An International Trip means any Trip which includes any travel outside of the United Arab Emirates. If a booking is made for an International Trip Chauffeurs must ensure that their insurance covers travel outside of the UAE. The Chauffeur must also ensure that their vehicle is compliant with all relevant rules and restrictions applicable in any overseas country.

### **2.14. Messages between Members**

2.14.1. Moniic may review, scan, and moderate the messages the Members exchange with each other through the Moniic Platform in particular for fraud prevention, customer support purposes, enforcement of the contracts entered into with Moniic's members (such as the Conditions) and ensure compliance with applicable law. For example, in order to prevent the circumventing of its Booking Service, Moniic may scan and analyze messages sent through the platform to check that they do not include any contact details or references to other web platforms.

2.14.2. By using the Moniic Platform and accepting this Agreement, the Member agrees that Moniic, in its sole discretion, may review, analyze and moderate the messages exchanged through the Moniic Platform. By using the messaging feature of the Moniic Platform, the Member undertakes not to write and/or send any message prohibited by applicable law. In particular, the Member undertakes to refrain from writing/sending any message which content:

2.14.2.1. belongs to another person and to which the Member does not have any right;

2.14.2.2. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic;



- 2.14.2.3. harms minors in any way;
  - 2.14.2.4. infringes any patent, trademark, copyright, or other proprietary rights;
  - 2.14.2.5. violates any law for the time being in force;
  - 2.14.2.6. deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive or menacing in nature;
  - 2.14.2.7. impersonates another person;
  - 2.14.2.8. contains software viruses that limit the functionality of any computer resource; and
  - 2.14.2.9. threatens the unity, integrity, defense, security, or sovereignty of The United Arab Emirates, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or insulting any other nation.
  - 2.14.2.10. In addition, the Member undertakes to send messages only with respect to the Car Booking and in line with the purposes of the Moniic Platform. The Member undertakes to refrain from using the messages for private or confidential communications.
- 2.14.3. Moniic reserves the right to filter or delete the messages and suspend or terminate the User Account of the Member and the access of the Member to the Moniic Platform if it appears during the moderation of the messages sent by the Member that s/he does not comply with the Conditions and/or applicable law.

## **2.15. Moniic Communications**

By accepting this Agreement or using the Moniic Platform, the Members agree to receive communications from Moniic or communications related to the Moniic Platform at any of the phone numbers provided to Moniic by the Members or on Members' behalf, including via email, text message, calls, and push notifications. Members agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Moniic, its affiliated companies, and/or Chauffeurs may include but are not limited to operational communications concerning Member's User account or use of the Moniic Platform or Services, use of Vehicles through the

Moniic Platform, updates concerning new and existing features on the Moniic Platform, communications concerning marketing or promotions run by Moniic or its third-party partners, and news concerning Moniic and the industry developments. If Members change or deactivate the phone number provided to Moniic then agree to update their account information to help prevent Moniic from inadvertently communicating with anyone who acquires the old number. Standard text messaging charges applied by Members' cell phone carriers will apply to text messages that Moniic sends.

**2.16. Promotions, Referrals, and Loyalty Programs**

Moniic, at its sole discretion, may make available promotions, referral programs, and loyalty programs with different features to any Members or prospective Members. Moniic reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Moniic determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable supplemental terms of this Agreement. Moniic reserves the right to terminate, discontinue or cancel any promotions or referral/loyalty programs at any time and in its sole discretion without notice to Members. Member's participation in any referral and loyalty programs are subject to this Agreement and the additional supplemental terms if any.

**2.17. Repair or Cleaning Charges**

Passengers will be held responsible for the cost of damage to, or necessary cleaning of, Vehicles and their accessories resulting from their use through the Moniic Platform is in excess of normal wear and tear ("Repair or Cleaning"). In the event that a Chauffeur or Car Owner reports the need for Repair or Cleaning and such Repair or Cleaning request is verified by Moniic in Moniic's reasonable discretion, Moniic reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Chauffeur or Car Owner using any of Passengers' payment methods. Such amounts will be transferred by Moniic to the applicable Chauffeur or Car Owner and are non-refundable.

**3. DISCLAIMER OF LIABILITY**

- 3.1. Members may access the Services on the Moniic Platform at their own risk and using their best and prudent judgment before entering into any arrangements with other Members through the Moniic Platform. Moniic will neither be liable nor responsible for any actions or inactions of Members nor any breach of conditions, representations, or warranties by the Members. Moniic hereby expressly disclaims any and all responsibility and liability arising out of the use of the Moniic Platform.
- 3.2. Moniic expressly disclaims any warranties or representations (express or implied) in respect of Trips, accuracy, reliability, and completeness of the information provided by Members, or the content on the Moniic Platform. While Moniic will take precautions to avoid inaccuracies in the content of the Moniic Platform, all content, and information, are provided on an as-is-where-is basis, without warranty of any kind. Moniic does not implicitly or explicitly support or endorse any of the Members availing Services from the Moniic Platform.
- 3.3. Moniic is not a party to any agreement between the Car Owner and/or the Members and will not be liable to either the Chauffeur or the Members unless the loss or damage incurred arises due to Moniic's negligence.
- 3.4. Moniic shall not be liable for any loss or damage arising as a result of:
  - 3.4.1. false, misleading, inaccurate, or incomplete information being provided by a Member;
  - 3.4.2. the cancellation of a Trip by a Chauffeur or Passenger;
  - 3.4.3. any failure to make the Payment; and/or
  - 3.4.4. any fraud, fraudulent misrepresentation or breach of duty, or breach of any of these Conditions by a Car Owner, Chauffeur, or Passenger before, during, or after a Trip.
- 3.5. Moniic will not be liable to any Member for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, loss of anticipated savings, or lost opportunity arising as a result of the services provided by Moniic (whether suffered or incurred as a result of the Moniic's negligence or otherwise) except in the case of fraud, wilful concealment or theft.
- 3.6. Moniic's liability to any Member for all losses in respect of any Trip is capped at the sum of AED 200.00 (Two Hundred United Arab Emirates Dirhams only).

- 3.7. Moniic will not be liable to any Member in relation to any Trip unless Moniic is notified of a claim relating to that Trip within 1 month of completion of the Trip.
- 3.8. Given that the Car Owners are required to hold valid insurance to cover a Trip and given that Moniic's service is limited to putting Chauffeurs and Passengers in touch with each other and cannot oversee any Trip, Members accept that the limitations on Moniic's liability set out above are reasonable.

#### **4. INDEMNITY AND RELEASE**

- 4.1. Members will indemnify and hold harmless Moniic, its subsidiaries, affiliates, and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.
- 4.2. Members release Moniic and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability, or other consequence of any of the actions/inactions of the Members and specifically waive any claims or demands that they may have in this behalf under any statute, contract or otherwise.

#### **5. GENERAL TERMS**

##### **5.1. Relationship**

No arrangement between the Members and Moniic shall constitute or be deemed to constitute an agency, partnership, joint venture, or the like between the Members and Moniic.

##### **5.2. Suspension or withdrawal of Moniic Platform access**

In the event of non-compliance on the Member's part with all or some of the conditions, the Member acknowledges and accepts that Moniic can at any time, without prior notification, interrupt or suspend, temporarily or permanently, all or part of the service or access to the Moniic Platform (including in particular Member's User Account).

### **5.3. Intellectual Property**

- 5.3.1. The format and content included on the Moniic Platform, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Moniic, its affiliates, or its content suppliers and is protected by applicable copyright, authors' rights, and database right laws. All rights are reserved in relation to any registered and unregistered trademarks (whether owned or licensed to Moniic) that appear on the Moniic Platform.
- 5.3.2. The Moniic Platform or any portion of the Moniic Platform may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited without the express written consent of Moniic. No person is entitled to systematically extract and/or re-utilize parts of the contents of the Moniic Platform without the express written consent of Moniic. In particular, the use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for the re-utilization of any substantial parts of this Moniic Platform is strictly prohibited.

### **5.4. Members' content on the Moniic Platform**

- 5.4.1. By displaying content on this Moniic Platform, Members expressly grant a license to Moniic to display the content and to use it for any of our other business purposes.
- 5.4.2. Members of this Moniic Platform are expressly asked not to publish any defamatory, misleading, or offensive content or any content that infringes any other person's intellectual property rights (e.g. copyright). If any such content is contrary to Moniic's policy then Moniic does not accept liability in respect of such content and the Member responsible will be personally liable for any damages or other liability arising and agrees to indemnify Moniic in relation to any liability it may suffer as a result of any such content. However, as soon as Moniic becomes aware of infringing content, Moniic shall do everything it can to remove such content from the Moniic Platform as soon as possible.

### **5.5. Confidentiality and Non-Disclosure Obligations**

Members agree not to use any technical, financial, strategic, and other proprietary and confidential information relating to Moniic's business, operations, and properties, information about a Member made available in connection with such Member's use of the Platform, which may include the Member's name, pick-up location, contact information, and photo ("Confidential Information") disclosed to Members by Moniic for Members' own use or for any purpose other than as contemplated herein. Members shall not disclose or permit disclosure of any Confidential Information to third parties, and Members agree not to store separately and outside of the Moniic Platform any Information obtained from the Moniic Platform.

#### **5.6. Partner Moniic Platforms**

Moniic reserves the right to reproduce any information that appears on the Moniic Platform or on the partner Moniic Platforms. In particular, ads published on one of the Moniic Platforms maintained or co-maintained by Moniic may be reproduced on other Moniic Platforms maintained or co-maintained by Moniic or third parties.

#### **5.7. Law and Jurisdiction**

These terms shall be governed by the law of Dubai, the United Arab Emirates, and any disputes arising in relation to these terms shall be subject to the jurisdiction of the applicable Courts of Dubai, UAE.

#### **5.8. Notices**

Any notices to Moniic shall be given by certified mail, postage prepaid, and return receipt requested to Office No: S13, Building-MOHAMMED SAAD ABDULLA AL SHARIF Al Suq Al Kabeer- Burdubai Dubai, UAE Alternatively, Members may also give notice to Moniic by written communication to Moniic's email address at [support@moniic.com](mailto:support@moniic.com) Any notices to Members shall be provided to Members through the Moniic Platform or given to Members via the email address Members provide to Moniic during the registration process.

#### **5.9. Headings**

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation".

#### **5.10. Waiver**

A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches.