Terms and Conditions

1 ACCEPTANCE OF AND CHANGES TO TERMS

This document constitutes the 'Terms and Conditions' (Terms) of Green Cabs 2025 Limited (GCL) as well as the 'Conditions of Carriage'. All accounts held with GCL, and bookings placed are subject to these Terms. As such, please read these carefully, as use of GCL's services are governed by these Terms.

By opening an account with GCL, or placing a booking, it shall be deemed that you have accepted and agree to these Terms without limitation or qualification. These Terms constitute a legally binding agreement between you and GCL and if you do not agree with them, please do not proceed with your booking.

GCL may change these Terms from time to time by posting the changed Terms through updates on the Website at www.greencabs.co.nz/termsandconditions/ and/or as included in various booking platforms.

By continuing to use the service, such amended Terms will apply from that point forward.

2 DESCRIPTION OF SERVICES

GCL provides passenger transport services in a range of cities throughout New Zealand. The goal of the organisation is to provide comfortable, safe, reliable transport to its clients. We aim to provide a standard of service higher than a rideshare service at a competitive price point.

GCL facilitates the booking, dispatch, administrative, and account activities as well as provides the technology to passengers and drivers to ensure completion of this service. Transport is carried out by Green Cabs' Owner-Operators who are independent contractors, carefully screened, selected, trained, and quality-controlled to provide a level of service consistent with the brand values as set by Green Cabs 2025 Limited.

3 USING THE SERVICES

The service offered by GCL is primarily the transportation of passengers and approved luggage. This includes affiliated services designed to facilitate the booking service including bookings via phone, email, apps, and our website. We also provide account management services where a credit application has been submitted by you and approved by GCL.

When you request a vehicle, our role is to process your request and dispatch the booking to one of our contracted drivers. GCL's drivers are independent contractors who are bound by their contracts with GCL, as well as GCL's Operating Rules for Drivers to meet the service standards set by GCL. In addition to being screened and trained by GCL, we also conduct regular inspections and monitoring of our fleet to ensure brand values and service standards are maintained.

4 SOFTWARE AND WEB SERVICES

As part of our service, GCL provides software and web services to you for the purposes of making, amending, and cancelling bookings. Some software may also facilitate communication between you and GCL staff as well as our driver network.

These systems are a combination of GCL's in-house developments and third-party software. In both cases, GCL shall endeavour to ensure that these systems are stable and secure, providing reliability for your bookings as well as security around your personal information. However, while GCL is committed to taking additional precautions around security of our systems, like any organisation we or a third-party provider may potentially be subject to an external attack that successfully penetrates our safeguards. If such a case is identified, GCL shall engage in best efforts to ensure that such a breach is contained to our best extent, that the potential damage is mitigated, where possible, and that those that are affected are advised.

To help us with maintaining the security of our systems and your information, you must not:

- Submit, or use the service to send, any unauthorised commercial communications (such as spam);
- Access the Service using automated means;
- Upload viruses or other malicious code to the service;
- Bypass any measure we may use to prevent or restrict access to the service, any part of the service or any other software, systems or networks connected to the service;
- Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying algorithms of any part of the service;
- Create derivative works from any part of the service;
- Rent, lease, lend, sell, transfer, redistribute, or sublicense our apps or our materials;
- Do anything that could disable, overburden, or impair the proper working of the service, such as a denial-of-service attack;
- Let anyone else access your account for the service;
- Disclose usernames, passwords, or account numbers to anyone else; or
- Use the Service in any manner or for any purpose that it is unlawful.

From time to time, we may request contact details of authorised persons in an organisation through official, verifiable channels to ensure that we are able to verify your identity and authority to access your information and use your

account. In the case of such requests, you shall not unreasonably withhold this information.

5 YOUR CONSUMER RIGHTS

Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law (including New Zealand consumer law) which may not be excluded, restricted or modified by agreement (your consumer rights).

In New Zealand, your consumer rights include the right for services to be fit for their specified purpose and to be provided with care and skill. You can find out more about your consumer rights from consumer organisations and bodies such as the NZ Commerce Commission.

Where you suffer a loss in connection with as a result of our service, you must take all reasonable steps to minimise your loss, including notifying us without delay if there are steps we can take to help minimise your loss.

Subject to Your Consumer Rights, we are not liable;

- For any loss that was not reasonably foreseeable to you and us;
- To the extent that your loss was contributed to by you or any other matter outside our reasonable control;
- For any transportation services, which are the responsibility of the vehicle operator and not us; or
- For any costs associated with declaring a job a "no-show", where the driver waited the required amount of time and attempted to establish contact, and where you had to make alternative arrangements.

Services provided for businesses, parties in trade, and any other commercial activity are not covered by consumer protection legislation and this clause shall constitute formal, written notification of contracting out of the Consumer Guarantees Act 1993 in relation to any other party that uses the services of Green Cabs 2025 Limited for purposes of trade. Nothing in this sub-clause restricts the rights of consumers under the Act.

6 YOUR RESPONSIBILITIES

You are responsible for:

- All of your activity on and in connection with the booking platforms (including your use of other interested sites and tools);
- All of the activity conducted using your account, whether or not conducted or authorised by you;
- Keeping your password safe, secure and confidential, and notifying us if you become aware that access to your account has been compromised:
- Ensuring that all of the information and details that you submit to our booking platforms are complete and correct at all times;
- Ensuring that your device used is compatible with our booking platforms, and that you are authorised to use it;
- What you access on the booking platforms;
- How you interpret or use the booking platforms; and
- Any actions that you may take as a result of the booking platforms.

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- Satisfy any law or regulation;
- Enforce these Terms, including investigation of potential violations of these Terms;
- Detect, prevent or otherwise address fraud, security or technical issues; or
- Respond to support issues.

Since electronic services are subject to interruption, breakdown and failure, access to the GCL booking platforms and other electronic features of our booking platforms is offered on an "as is" and "as available" basis only. There are many things outside our control which might mean that our services cannot function under all circumstances. Subject to your consumer rights, you acknowledge that it is your responsibility to take appropriate measures to minimise any loss or damage that may flow from any interruption, breakdown or failure of the service. For example, you should not rely on the service to ensure transportation in any emergency situations.

7 PASSENGER RIGHTS AND EXPECTATIONS

Passengers can expect their driver to:

- Display an NZTA issued ID card with their photo inside the taxi, or private hire vehicle in a place where it is clearly visible. If the photo doesn't match the driver or cannot be easily seen, the passenger is entitled to choose another vehicle;
- Operate the vehicle in a safe and smooth manner giving consideration to the comfort of the passenger and the safety of other road users;
- Act in an orderly, clean and civil manner;
- Have the vehicle clearly identified with the company name and the fleet number or licensee name;
- Give a receipt for the payment of the fare if asked. The receipt must contain the driver's unique Green Cabs Fleet Number and the vehicle's registration number;
- Carry reasonable quantities of luggage and that it be carried with appropriate care. Check the vehicle for left property immediately after each hire and report it to a GCL office or the Police;
- GCL will undertake its best endeavours to monitor your flight arrival time so you don't have to worry if your flight is delayed.
- If you have a booking to meet your flight arriving at an airport, and the arrival time of your aircraft has been changed, GCL will monitor the arrival time of that flight and will use all reasonable endeavours to accommodate that change. If you are travelling on

the same flight number and date, you will not have to do anything. If there is a change of flights, you are required to notify GCL of the new flight number and time of arrival.

- Take you to your destination using the shortest or most convenient route;
- Not allow people, other than the hirer, to ride in the taxi without the original hirer's permission;
- Inform you of any change in tariff or fees when additional services are performed; and
- Use the fare meter correctly without any intent to deceive, or tamper with it in any way.

8 GCL'S EXPECTATIONS

GCL expects as a condition of using our service, that:

- You must be able to be contacted by phone using the number provided in the booking, so that we can contact you within thirty minutes prior to the scheduled pick up time (unless you are being picked up from an airport location, in which case you must be contactable once you have landed).
- You will need to supply accurate information regarding the following at the time of booking:
  - Your contact details;
  - Pick-up and drop off addresses;
  - Any intended detours;
  - Large amounts of luggage or any large items that may pose a challenge for our vehicles to transport;
  - Children under 8 years of age so that the appropriate child seat can be arranged. It is GCL's policy that all children have the appropriate child restraints while travelling in our vehicles;
  - Any extra services required;
  - Any disabilities that GCL will need to cater for in providing its service;
  - Any animals that will be travelling in the vehicle;
  - Information regarding payment for services;
- You will be on time and ensure that you have enough time to reach your destination taking into account traffic conditions and other impediments;
- You understand that our transfers are occasionally subject to factors beyond the control of GCL or its contracted drivers. These include but are not limited to the impacts of weather on traffic and routes, flight fluctuations, and traffic congestion. It is in the best interests of GCL and its drivers to pick you up and get you to your destination in an expeditious manner. Where a delay in pick-up or travel time occurs due to these factors, you agree not to hold GCL or its contracted drivers responsible;
- In cases where due to factors beyond GCL's control, we are unable to get a Green Cab to you in a timely manner, we may endeavour to arrange an alternate provider to ensure your transport is completed on-time. While best endeavours shall be made to ensure your carriage with another provider is comfortable, safe, and timely, you understand GCL has limited ability to control the actions or inactions of external parties. You understand GCL shall make these arrangements in your best interests and in good faith, and you agree GCL you will not hold GCL liable for the actions of these parties;
- Where an external third-party is used out of necessity, the transfer price will be at the rate charged by the third party, up to the price quoted by GCL based on the details of the trip as supplied to us at the time of booking;
- You will advise us of any changes to your travel including amending details, or cancelling your booking where you do not intend to travel, with sufficient notice that a car is not dispatched to you;
- You will be mindful of the time that your driver will wait for you before you are considered a "no-show";
- You will contact us if you are going to be late or no longer intend to travel;
- You understand and agree that where a booking has been made by you or a representative, and that booking has been dispatched to a driver, and where that driver has travelled to the pick-up point and/or waiting time has accrued, and the booking turns out to be a "no-show" based on your error, oversight, or lack of reasonable action, that the driver has incurred costs in the form of operating expenses and opportunity cost, and that where this has occurred, GCL may at its discretion, charge a reasonable "no-show fee" to cover these costs incurred;
- You understand that where GCL has observed a high number of bookings which have not been completed due to bookings where you have decided not to travel, either through carelessness or mischief, that GCL has the right to suspend or terminate its services to you. You understand and agree that where advised by GCL that its services have been suspended or terminated, that you will not attempt to access the booking platforms or service of GCL;
- You will act in a civil manner towards GCL's employees and drivers and refrain from communication which is aggressive, harassing, discriminatory, or bullying;
- You will only use the service for lawful purposes and in a lawful manner;
- You will not encourage or pressure the driver or any GCL employee to break any law in the provision of the service, including but not limited to exceeding speed limits or violating any safety measures as required by law or the GCL Health and Safety Policy;
- You will not encourage or solicit the driver to perform any work that is not registered through the Green Cabs dispatch system. This is for your protection, to ensure that GCL receives its appropriate fees for services rendered, and to ensure that all tax and other legal obligations are being met;
- You will take all reasonable precautions not to cause damage to the driver's vehicle, including following the driver's instructions for your safety, the safety of the driver, and the protection of the vehicle;
- You agree that where damage to a vehicle is a result of your actions that you are liable for the cost of repairing that damage;
- You understand that when arriving off a domestic flight, you should move swiftly through baggage claim, and your driver will meet you at the baggage

claim/arrivals hall with your name on a sign. Your driver will wait for you for 15 minutes from the time that your aircraft arrives. If you do not meet your driver within that period, then your booking may be deemed a 'no-show' and a fee may be charged;

- You understand that when arriving off an international flight, you should move swiftly through baggage claim, customs, immigration, and biosecurity. Your driver will meet you at the arrivals hall with your name on a sign. Your driver will wait for you for 60 minutes from the time that your aircraft arrives. If you do not meet your driver within that period, and no contact is made, the job may be deemed a "no-show";
- You understand that in each case, where your booking is cancelled due to your "no-show", then we have no liability to you for any costs that are incurred by you in relation to getting to your destination. This means that you cannot bring a claim against us to cover the costs of any alternative transport that you arrange, nor for the costs of any flights, hotels or other costs that you have either missed, or had to arrange because of your "no-show";
- Airport waiting time fees shall be based on the following calculations:
  - Up to 30 minutes – no charge applied
  - 30-45 minutes – a charge of $15.00 may be applied
  - 46-60 minutes – charged at a rate of $1.00 per minute, capped at 60 minutes (i.e. maximum wait time charge is $30.00);
- Wait times shall be measured from actual arrival times as measured by airport arrival boards and flight tracking apps;
- Upon conclusion of the required waiting time, the job shall be deemed a no-show and a reasonable no-show fee may be charged;
- Private Hire transfers (where unmarked vehicles are hired by the hour) shall be booked in advance wherever possible, and are subject to availability. This includes cars for special events such as weddings, funerals, and other multi-hour events. Where such bookings are cancelled, they shall be charged a cancellation fee at the following rate:
  - Over 24 hours' notice - no fee applies
  - Between 24 and 4 hours' notice – 25% of the booking value
  - 4 hours or less – 50% of the booking value
- GCL may require the provision of charge details for Private Hire transfers at the time of booking. GCL may elect to charge a deposit fee at the time of booking with the balance to be paid upon completion of the transfer, complete pre-payment prior to the service being performed, the cancellation fee being charged where applicable, or full payment after the service has been completed.
- Where your transport is charged to a GCL credit account that the terms of payment for that account will be met and that invoices will be paid by the due date;
- Where invoices are past due that GCL has at its sole discretion, the right to charge default fees;
- GCL reserves the right to suspend its services to you where payments are overdue; and
- The continuance of the credit account facility will be at the sole discretion of GCL.

Additionally, GCL's drivers may refuse passengers if, on reasonable grounds, they consider:

- Their personal safety would be threatened or endangered;
- The intending passenger may intentionally cause damage to the vehicle or its contents;
- The transportation of the intending passenger and/or their luggage would likely pose issues of health and safety;
- The intending passenger is under the influence of alcohol or drugs;
- The intending passenger is in an unclean condition;
- The intending passenger is consuming food or drink;
- The intending passenger is noisy, violent or is disturbing the public peace;
- The intending passenger is accompanied by an animal, unless that person's sight is impaired and the animal is a guide dog or any other assistance animal where a legal requirement to transport the passenger and the assistance animal exists;
- The intending passenger owes the driver or GCL for a previous fare and refuses to pay what is owed;
- The intending passenger does not have enough money to meet the cost of the journey (the driver has the right to ask for payment in advance); or
- The number of passengers wishing to travel exceeds the number stated on the vehicle's loading certificate;
- The passenger fails to provide evidence of COVID-19 vaccination or a recognised medical exemption.

9 HEALTH & SAFETY

General Health and Safety Obligations of GCL

As a PCBU, Green Cabs 2025 Limited has strict obligations under the Health and Safety at Work Act 2015. Green Cabs is committed to the highest standards of health and safety, including taking all reasonably practicable steps to ensuring that our service is conducted in the safest possible way. In addition to maintaining hazard identification and incident registers, GCL regularly monitors and inspects drivers and vehicles. All drivers are first aid trained and CPR certified in accordance with NZQA Unit Standards 6400,6401, and 6402. A further NZQA Unit Standard (1748) is required of our drivers for transporting passengers with disabilities and this is completed by all drivers providing Total Mobility services. In addition to this training, all Green Cabs are fitted with first aid kits and fire extinguishers to ensure our standards exceed all others in the industry.

GCL's Health and Safety policies are also independently audited and certified by CM3, a leading Australasian Health

and Safety organisation, as well as Safe 365, and Totika who are Health and Safety leaders in New Zealand.

Your Health and Safety Obligations

By travelling with GCL you agree to take all reasonably practicable steps toward ensuring your own safety, as well as the safety of others. Where you identify a potential or actual risk, we request that you report this to us at bookings@greencabs.co.nz.

You also agree to comply with any and all Health and Safety Policies of GCL including specific Control Measures enacted for us to meet our obligations under the Health and Safety at Work Act 2015 as well as any other health and safety laws and public health orders that may be in effect.

Copies of our health and safety policies is available upon request from bookings@greencabs.co.nz.

No request shall be made by you of a driver to exceed any speed limit, drive in a careless manner, or breach any law related to fatigue management, health and safety, or the Health and Safety Policy of GCL.

Driver Fatigue Management

As a responsible passenger transport service provider, GCL trains, inspects, and enforces work time rules as set by NZTA. This includes ensuring compliance with maximum work-times as well as minimum rest times as required by legislation and associated rules.

In cases where a driver is required to perform a long job, defined as a trip that exceeds 100km, the driver shall be required by law to take a 30 minute break after working five and a half hours from their initial log-on time. In travelling with GCL on a long-job, you understand and agree that where required, you will not discourage such legally-required breaks.

COVID-19 and Public Health Orders

GCL and its driver network will take all reasonable precautions to keeping our team and you safe. The measures in place will be dependent on best practices, public health orders, and alert level requirements. These measures include:

- Where a COVID Alert Level requires, confirming a passenger's travel is essential, specifically either as an essential service worker, or for an essential task such as seeking medical treatment or getting necessities;
- Ensuring both drivers and passengers are wearing masks at all times when required by public health orders, and when in contact with one another;
- Seating passengers in the back seats;
- Displaying COVID Tracer App posters with QR code;
- Recording passenger details including name and contact information;
- Cars must be fully stocked with Personal Protective Equipment (PPE) and this must be used. Cars must be wiped down with disinfectant spray and/or wipes between each and every trip, paying attention to points of high contact; and
- Hand sanitiser must be available for use by the driver and passengers, and this shall be regularly used.

By travelling with GCL, you agree:

- Not to travel in a Green Cab if you have COVID-related symptoms or have been in recent contact with a confirmed case of COVID-19;
- That you will provide all contact information required of GCL by law to effectively contact trace passengers;
- That you will comply with any GCL Health and Safety Control Measure enacted to prevent transmission of a virus;
- That where required by a public health order, you will wear a mask; and
- That a driver has the right not to transport you where you fail to abide by COVID safety measures as dictated by the New Zealand Government and/or GCL.

Violence in the Workplace

GCL has a zero-tolerance policy towards violence in the workplace. Workplace violence includes not only physical violence, but also behaviour that is aggressive, threatening, bullying, or discriminatory.

In travelling with Green Cabs, you acknowledge that you understand and agree not to engage in any of the above-mentioned behaviour in regards to any employee or contracted driver.

Where you have experienced any of the above-mentioned behaviours by either an employee or contracted driver of Green Cabs, please report this to us on 0800 789 789 or email us at bookings@greencabs.co.nz.

In-Car Security Equipment

All Green Cabs are fitted with a variety of safety equipment to protect both you and our drivers. In-vehicle security cameras will be operating at all times while you are in the vehicle, with the video footage being recorded and stored in an encrypted form in a secure unit. Drivers do not have access to camera footage which can only be accessed and viewed by a small number of approved managers, and only for specific purposes. The in-vehicle security cameras do not record audio so your privacy will be maintained. By using our service, you acknowledge and agree that you understand this system is in place and recording as per GCL's legal obligations.

Child locks on the rear doors are always disabled on Green Cabs to ensure passengers seated in the rear have the ability to unlock and open the door whenever they choose to do so.

10 VEHICLE RESTRICTIONS

Green Cabs are to be used primarily for the transportation of passengers. Service may be refused for the carriage of objects and shall not be used for the transport of large objects as part of a moving process.

In some rare cases, due to unforeseen circumstances and factors beyond our control, GCL may not be able to provide one of its own vehicles for your transportation. In such cases, GCL reserves the right to make alternative arrangements with third-party providers to ensure you are transported in a timely manner. Where third-party providers are used, GCL shall make best endeavours to ensure the vehicle arrives on-time, is safe, and comfortable. However, GCL is unable to guarantee the service levels of third-party providers.

Where third-party providers are used, GCL shall charge only the rate charged by the third-party provider, and such tariffs shall only be at the third-party rates and not increased to reflect the rates of GCL or include any other fees. Where bookings are made on a Green Cabs account, these fares shall be charged back to GCL at the time of booking with the third party provider and in-turn invoiced to you in accordance with the GCL account billing cycle. Where a GCL account is not specified at the time of booking, payment shall be made by you directly to the third-party driver.

11 BOOKING PLATFORM TOOLS

Certain tools, devices, software programs or other features (Tools) available on or through GCL's booking apps may be provided by third parties. These Tools are provided as a convenience to you. Where these Tools have not been developed by GCL, we will endeavour to ensure, so far as we are able, that they will operate efficiently and that your personal information is protected.

You acknowledge that while GCL has limited control over third party websites and tools, that any issues with these services will be referred to us so that we may raise the issues with the third party for maintenance and support.

Google Play

If you access the GCL booking app on a device that is capable of accessing Google Play, you are granted a non-exclusive, worldwide and perpetual licence to perform, display and use the app on your device that is capable of accessing Google Play.

Apple App Store

The following clauses apply for the Apple version of the App available on the Apple App Store:

You acknowledge that these Terms are between us, our Third-Party providers (where applicable) and you, and that Apple Inc (Apple) is not a party to these Terms.

You are granted a non-exclusive, revocable, royalty free, non-transferable licence to use the GCL Booking App in accordance with these Terms on an iOS or iPadOS product (that is, any Apple-Branded product that runs the iOS or iPadOS operating system software provided by Apple) or any other product permitted by Apple from time to time that you use or control and as permitted by the "Usage Rules" set out in the "App Store Terms of Service".

Both you and GCL acknowledge that in the event of any other interested parties claim that the GCL Booking App or your possession and use of the app infringes that third party's intellectual property rights, we or our third-party provider (not Apple) will be solely responsible for the investigation, defence, settlement and discharge of such claim.

You acknowledge that Apple has (to the maximum extent permitted by law) no warranty obligations with respect to the GCL Booking App and that any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the app to conform to any warranty implied or imposed by law will be our or our third-party's responsibility (not Apple's). Without limiting any other provisions of these Terms, both you and GCL also acknowledge that we and our third-party providers (not Apple) are responsible for addressing any claims that you have relating to the app or your possession or use of the app, including without limitation any product liability claims, any claim that the app fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation.

Where permitted under applicable laws, you and GCL acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, on your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as other interested parties beneficiary of these terms.

12 PRIVACY & USE OF DATA

GCL may collect personal information including information you submit through your use of the service.

We may collect, use and disclose your personal information to provide, administer, improve and personalise our products and services, identify you, protect our lawful interests and deal with your concerns. We may not be able to do these things without your personal information. For example, some functionality of the app may be limited, or we may not be able to offer all aspects of the service.

We may exchange your personal information with our service providers that assist us with operational, archival, auditing, accounting, customer contact, legal, business consulting, banking, payment, delivery, data processing, data analysis, information broking, research, investigation, website or technology services.

We may also handle personal information as set out in the Privacy Policy which is available by contacting us at bookings@greencabs.co.nz.

If you provide personal information to us (including by putting it into the app) about any third party, you must first ensure that they consent to having their information being used for these purposes.

You must notify GCL of any changes in circumstances that may alter the information provided by you to us. If you are using our services as a private individual, you have rights under the Privacy Act 2020 to access your information held by GCL and request the correction of such personal information.

You agree and acknowledge that GCL will be entitled to use any information or results obtained from the provisions of the services by GCL for its own records and for statistical and marketing purposes provided GCL ensures that confidentiality is maintained in respect of all personal information relating to you.

Where you operate a credit account with GCL, we may disclose information about you to any person who guarantees or provides credit support in relation to your obligations to GCL and to such persons as may be necessary or desirable to enable GCL to exercise any power or enforce any rights, remedies and powers under these Terms.

13 INTELLECTUAL PROPERTY RIGHTS

Green Cabs; Green-Cabs; and Green.Cabs are registered trademarks of Green Cabs 2025 Limited and shall not be used without the expressed written consent of the Chief Executive Officer of Green Cabs 2025 Limited.

The CC and Green Cabs logos are also trademarks of Green Cabs 2025 Limited and shall also not be used without the expressed written consent of the Chief Executive Officer of Green Cabs 2025 Limited.

The term 'Green' is also a trademark of Green Cabs 2025 Limited and shall not be used in reference to transportation services namely taxi services; services related to the arrangement of travel and transport namely taxi services; consultancy, information and advisory services in connection with the foregoing.

By using the services of GCL, you shall not claim any rights to use of our intellectual property or advertise a relationship with GCL without our consent.

14 PRICING

GCL agrees to sell and you agree to purchase the service at the prices set by GCL. Where any additional services are requested by the client after a price has been quoted, an additional fee may be added that reflects these changes. Additional fees may include but are not limited to:

- In-vehicle credit and debit card transactions utilising the in-car EFTPOS terminal shall be charged an additional rate of:
  - 2.25% on Visa and Mastercard debit and credit cards; or
  - 3.25% on all other payment services

  of the metered or quoted fare.
  These charges shall be displayed on the EFTPOS terminal at the time of payment. Additional credit and debit card fees shall not be applied to fares where payment has been made at the time of booking via GCL's mobile passenger applications and other online booking platforms;
- Waiting time at a rate of $1 per minute;
- Requesting to travel a route that differs from that used by GCL's system in calculating the price;
- Requesting to divert via additional detours where drivers are required to travel an additional distance and/or wait at stopping points;
- Additional distance being travelled due to road closures and necessary detours;
- Additional tolls and barrier fees incurred due to detours where necessary or at your request;
- The supply of child approved child seats at a rate of $40 per booking (not per child seat);
- The installation of snow chains in environments where these may be required;
- Airport waiting fees as calculated in 8.0 of these Terms and Conditions;
- Additional vehicles or vehicles of a different type being requested, at that vehicle's applicable rate.

Any additional charges for the above services shall be included in the quoted price at the time of booking. Any other charges relating to additional services requested by the Client and provided by GCL at the time of the Service delivery, and which were not included at the time of booking, will be added to the price, and the new price will be deemed to be approved by you, unless specifically excluded within the instructions of the accepted quotation.

GCL has moved to this fixed price model with price transparency in order to give you an understanding of the total cost of your trip in advance, and not having to worry about a ticking meter.

Mercedes and BMW Transfers

Our plain black Mercedes and BMW vehicles are run as a Private Hire service. When requesting a booking with these vehicles, a minimum fee of $55 shall apply to each booking.

In some instances, GCL may elect to dispatch a black Mercedes or BMW to a transfer for a regular booking Green Cab or Switch booking. In these cases, the fare will be calculated at the standard Green Cabs rate without the minimum fee being applied.

Pre-Booked Fares

GCL will provide you with a fixed rate for the trip. By submitting the booking into the GCL dispatch system and where a price is quoted, this shall constitute a pre-agreed fare based on the booking details provided by the client. This rate may be subject to change where the client later requests additional services as outlined above.

Hailed Jobs

In cases where a Green Cab has been hailed and is not subject to a pre-booking, the Green Cab driver shall use a GCL approved and supplied soft meter. This meter utilises complex algorithms in its dispatch system to calculate its fares, consistent with those provided as pre-booked jobs. These algorithms take into account various factors such as flag-fall, travel distance, regional rates, peak-time rates, estimated traffic conditions, road and airport tolls, type of vehicle requested, type of service requested, and additional fees applicable due to the nature of the trip.

The price of the journey can be calculated using the Green Cabs booking platforms available on:

Our website at:

www.greencabs.co.nz;

All travel in a Green Cab, whether it be hailed or pre-booked, is subject to these Terms, including using one of the above systems to enter your booking details to calculate and agree with the quoted fare, as this will constitute a pre-agreed fare.

For further queries, please contact bookings@greencabs.co.nz.

15 PAYMENT

Payments shall either be made upon completion of the trip or charged to a Green Cabs Gold Card or Account where a credit account has been established and approved by GCL. GCL accepts payments for transfers in the following forms:

- Cash
- Debit Card*
- Credit Card*
- Green Cabs Account**
- Green Cabs Gold Card**
- Green Cabs Voucher**
- Total Mobility Card (Selected Regions)

*These payment methods may be subject to additional fees as outlined in Clause 14 PRICING of these Terms and Conditions.

**These payment methods shall satisfy a guarantee of payment to a Green Cabs driver. However, payment for these trips will not be satisfied with GCL until such time as the applicable invoice has been paid in full.

All payments shall not be considered satisfied until the applicable funds have been cleared and deposited in the nominated Green Cabs bank account.

In the case of long jobs and special bookings, GCL may at its discretion require the payment of a booking, by deposit or in-full, in order to ensure drivers are compensated for services rendered. This includes travelling out from a regular area of service for a pick-up and where the driver shall require compensation for incurred costs and time in the event of a potential “no-show”.

16 CREDIT ACCOUNTS

Green Cabs Accounts

GCL operates credit accounts for approved account holders. Applications to open a GCL Credit Account can be made by emailing accounts@greencabs.co.nz

An account application form will then be sent out. GCL requires this form to be completed in full and an application to open a Credit Account shall be deemed authorisation for GCL to conduct the required credit checks.

Credit account periods run by calendar month, with invoices being sent out at the end of the month for that month’s activity. Standard payment terms dictate that payment falls due by the 20th of the following month.

Interest and Costs on Overdue Accounts

If the Client fails to pay monies by the due date, the client will be in default and GCL may (at GCL’s sole discretion):

- Charge interest on all overdue accounts at the rate of 2% per month calculated on a daily basis until payment is received in full by GCL but without prejudice to all or any of GCL’s rights and remedies under the Agreement. Any payments received by GCL will be applied firstly against such interest;
- Obtain reimbursement for any legal costs (including all costs between solicitor and client), and debt collection fees and any other costs incurred in the recovery of an overdue debt;
- Revoke, without notice, any previously agreed entitlement to any discount for services already supplied; and
- Refuse to supply any further services to the Client.

Unsatisfactory Service

In the event of unsatisfactory service, GCL may (in its sole discretion):

- Repeat the provision of service at a future time;
- Provide or facilitate the payment of compensation for damages or loss that GCL considers reasonable given all circumstances;
- Provide a full or partial credit; or

- Provide a full or partial refund.

Nothing in this section shall override or reduce any rights afforded to a consumer by the Consumer Guarantees Act 1993.

17 PROMOTIONS

We may, at our sole discretion, create promotional codes (Promo Codes) that may be redeemed for GCL account credit, discounts, or other features or benefits related to our service. These promotions may be subject to additional terms that we establish on a per promotional code basis. You agree that Promo Codes:

- Will be used for the intended audience and purpose, and in a lawful manner;
- May not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by GCL;
- May be disabled by GCL at any time for any reason without liability to us;
- May only be used pursuant to the specific terms that we establish for such Promo Code;
- Where stated, may not be used in combination, or may be limited to single use per customer;
- Are not valid for cash;
- Will be redeemed on the first eligible booking;
- May expire prior to your use.

We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that we determine or believe that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

18 COMPLAINTS PROCEDURE

A procedure is in place for people who wish to make a complaint about a passenger service and have it investigated by the appropriate transport authorities.

If the matter is serious, or concerns criminal activity, you should contact the New Zealand Police.

Where the complaint is not so serious as to warrant immediate police intervention, in the first instance, you should first make your complaint directly to GCL. Taxi and shuttle companies are required by law to keep a Complaints Register which is available for inspection by the 'New Zealand Transport Agency' (NZTA).

To make a complaint, please email bookings@greencabs.co.nz as it is important that we maintain a written trail of communication. If the complaint is minor, you may also make the complaint via our call centre on 0800 789 789.

If you are not satisfied with the result of GCL's internal investigation, you may make your complaint to the Compliance Section of the NZTA in your region. To do this, call the NZTA Helpdesk on 0800 699 000, and you will be given contact details for a Compliance Officer in your area.

Although complaints are usually made to the Compliance Section, other agencies like the New Zealand Police or MBIE are able to record complaints and pass them on to Compliance staff of the NZTA.

19 TERMINATION

If at any stage, you decide that you no longer wish to travel with GCL, and where no fixed-term supply agreement applies, you may stop using the service at any time for any reason, without notice to us. However, if you do choose to cease using our services, we politely request that you cancel any future bookings that may be in our system. Where bookings are not cancelled and are dispatched to drivers, a "no-show" fee may be applied.

Conversely, GCL may terminate, disable, block or suspend your access to our service:

- Immediately, if you breach, or GCL suspects on reasonable grounds that you have breached, these terms: or
- On 7 days' notice to you, at any other time for any other reason.

All provisions which by their nature survive termination, will survive termination of these Terms.

If you fail to pay monies owed, commit any act of bankruptcy, have a receiver appointed over your property or being a company does any act, which would render it liable to be wound up or be placed in receivership, GCL may (without prejudice to any other remedies available to it) suspend or terminate its services to your credit account. Any outstanding amount calculated according to the services supplied to date, shall immediately become due and payable by you.

GCL reserves the right to discontinue trading with you for any breach of these Terms. Any amounts in dispute will be settled to the benefit of GCL in full, by the due date.

20 JURISDICTION

If any provision of these Terms is invalid under the law of New Zealand, that provision shall be deemed invalid, and it shall have no bearing on the other terms.

These Terms are governed by the laws of New Zealand. Subject to your consumer rights (where applicable), the courts of New Zealand (and the courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms.

If we fail to enforce any of our rights under these Terms, that does not mean we waive those rights. If you fail to enforce any of your rights under these Terms, that does not mean you waive those rights.

These Terms are personal to you, and you may not assign or otherwise transfer any rights under these terms without our prior written consent. We may assign or otherwise transfer our rights and obligations under these Terms as we require.

These terms govern any upgrades provided by us that replace and/or supplement the original booking platforms, unless such upgrade is accompanied by separate terms, in which case those terms will govern the upgrade.

21 LIMITATIONS OF LIABILITY

GCL shall be under no liability whatsoever to you or to any other person for any loss or damage of any kind arising directly or indirectly from the services including any loss of profit or business, or consequential loss and whether suffered or incurred by you or another person and whether actionable in contract, tort (including negligence), equity or otherwise. Notwithstanding this clause, in the event that GCL is found liable, GCL's liability shall not exceed the value of the relevant service provided by GCL to the you as reflected in the service price.

22 COSTS

You must pay costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of GCL's rights, remedies and powers under these Terms.

23 INDEMNIFICATION

You shall indemnify GCL against all liabilities, costs (including full costs between solicitor and client), losses, claims or demands incurred by GCL arising out of or incidental to any of the services.

24 ASSIGNMENT

The Client must not subcontract or assign any rights, powers or obligations under these Terms.