MangoGuest Inc.
9800 Wilshire Blvd, Beverly Hills, CA 90212, USA
support@mangoguest.com

TERMS OF USE FOR PASSENGERS

Last updated: 1 November 2026

1 General information

1.1 Dear passenger, these are our Terms of Use. You are a person ordering transportation services from a location where one of our Devices or QR Tools is located. This can be a hotel or other venue. We are MangoGuest Inc., offering Our Services to you.

1.2 PLEASE READ THESE TERMS OF USE CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, YOUR USE OF OUR SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

1.3 When certain words and phrases are used in these Terms of Use, they have specific meanings (these are known as defined terms or definitions). You can identify definitions because they start with capital letters, even if they are not at the start of a sentence. Where a defined term is used, it has the meaning given to it in article 2 of these Terms of Use below.

1.4 Our Services allow you to connect to the Uber Service, the service offered by intermediary ride booking platform Uber, so you can book transportation services from Drivers. Our Services allow you to pay for the transportation services as well. We charge a Service Fee to you for using Our Services. For transparency, please note that we not only generate revenue for our company from charging Service Fees to passengers, but also from charging fees to Uber for services we offer to them.

1.5 These Terms of Use constitute the agreement entered into between you and us in respect of your use of Our Services, and these Terms of Use specify the terms and conditions for your access and use of Our Services, as well as set forth both your and our rights and obligations.

1.6 These Terms of Use apply if you use our Devices or QR Tools in the United States of America. In other countries, other terms and conditions may apply, as communicated to you in the booking process in the relevant location at the time we make our offer to you to supply Our Services (as further detailed below in article 2).

1.7 The supply of Our Services is subject to consumer laws and as a result comes with guarantees and rights that cannot be excluded. Nothing in these Terms of Use excludes, restricts or modifies our obligations or your rights which arise, and cannot be excluded, restricted or modified, under applicable mandatory laws.

1.8 We are MangoGuest Inc., a company incorporated under the laws of Delaware, United States of America. You can find us at 9800 Wilshire Blvd, Beverly Hills, CA 90212, United States of America and you can reach us at support@mangoguest.com. We are registered with the Division of Corporations of the State of Delaware with number 10782552.

1.9 Please also refer to the customer services section in article 12 below.

Relationship and agreement between you, the Driver and Uber:

a) Our Services are strictly limited to facilitating the booking of transportation services. Through Our Services, you are connected to the Uber Service, which allows you to book and take transportation services from independent third-party transportation providers: Drivers. As part of Our Services, we also collect your payment for the transportation services and provide you with your receipt and invoice. We do not supply transportation services ourselves. The transportation provider is the Driver, with Uber acting as agent of the Driver.

b) This means that your agreement for the transportation services (both the booking thereof and the taking and supply thereof) is separate and formed directly between you and the Driver, with Uber acting as agent of the Driver. The terms and conditions (including any privacy policy) of Uber govern your legal relationship and agreement with the Driver. A link to the Uber T&C's is presented to you through Our Services. When you book and take the transportation service, you are accepting that the booking and the transportation services will be supplied subject to and governed by the Uber T&C's.

c) Uber is responsible for the Uber T&C's, including compliance with applicable laws in relation to the Uber Service.

d) After making your booking, you are presented with a paper ticket and also sent an SMS text message with confirmation of your booking and the booking details. These include a link to a mobile booking tracker website specifically for you, which allows you to manage, track and cancel your booking. The mobile booking tracker website also includes a copy of these Terms of Use, our Privacy Policy and a link to the Uber T&C's for future reference. In addition, Uber will also send you SMS text messages with confirmation of your booking, trip details, terms and support information.

e) We recommend that you carefully keep the paper ticket and SMS text messages, so you are able to contact us and Uber with the booking reference number of your booking if required.

f) Our Terms of Use and Privacy Policy are always easily electronically accessible on https://www.mangoguest.com/passengers/terms/ (please select your region) and the Uber T&C's on the website of Uber. You can find the legal name and contact details of Uber and a link to the Uber T&C's in the booking process on the Device or QR Tool and in the mobile booking tracker website. You can also contact us at support@mangoguest.com to obtain a copy of these documents at no cost.

g) To summarize, your booking is made through the Uber Service directly with the Driver and the supply of transportation services is also provided directly by the Driver under your separate agreement with them. We supply and are responsible only for the supply of Our Services, which facilitate you connecting with the Uber Service for the purpose of making your required booking directly with the Driver. Subject to applicable laws, we exclude any and all liability to you for any loss or damage which arises from or is in connection with the provision of booking services by Uber or transportation services by the Driver with whom you book the ride.

2 Definitions

2.1 The following definitions apply in these Terms of Use:

"**Device**":	a PLUS device, KIOSK device or any other device that is located in the venue where you are and that can be used for the provision of Our Services;
"**QR Tool**":	a QR code with mobile booking website connected to Our Services;
"**Our Services**":	the Devices, QR Tools and related services, including the mobile booking tracker website, which you can use to access and connect with the Uber Service in order to book transportation services from Drivers;
"**Terms of Use**":	these terms of use, which form the agreement between you and us that governs your use of Our Services;
"**Driver**":	the independent third-party transportation provider who accepts your booking for transportation services through Our Services and the Uber Service and drives you to your destination on the basis of the Uber T&C's;
"**Uber Service**":	the intermediary ride booking platform offered by Uber that connects you, through Our Services, to Drivers;
"**Uber Fare**":	the amount payable in respect of the transportation services requested by you through Our Services and provided by the Driver to you, including the fare, tolls, Uber-applied surcharges, taxes and regulatory fees, excluding our Service Fee;
"**Service Fee**":	our service fee that is payable by you to us for the use of Our Services, which facilitate you connecting with the Uber Service for the purpose of making your required booking directly with the Driver, as communicated to you through Our Services;
"**Total Price**":	the Uber Fare and our Service Fee;
"**Uber T&C's**":	the terms and conditions of intermediary ride booking platform Uber that govern the use of the Uber Service and the supply of the booking of the transportation services and the taking of the transportation services with the Driver, including the privacy policy of Uber;
"We" / "us" / "our":	We, MangoGuest Inc., a company incorporated under the laws

	of Delaware, United States of America. You can find us at 9800 Wilshire Blvd, Beverly Hills, CA 90212, United States of America and you can reach us at support@mangoguest.com. We are registered with the Division of Corporations of the State of Delaware with number 10782552;
"You" / "your":	You, the person who is using a Device or QR Tool, which is connected with the Uber Service, in order to book transportation services from Drivers.

2.2 Any reference in these Terms of Use to any gender includes all genders, and words importing the singular include the plural and vice versa.

3 Booking procedure and acceptance of offer and terms and conditions

Offer

3.1 Our Devices and QR Tools lead you through the booking process to order your transportation services. Before a booking is placed with the Driver through the Uber Service, you are presented with a page with booking info, which constitutes the offer for making the booking. In case you are assisted by a member of staff of the venue where you are, this page provides an instruction to hand the Device over to you so you can review the offer.

3.2 The offer contains the information you have provided, such as the destination and the type of vehicle you are requesting, and a break down of the estimated Total Price, with explanations as described in article 4 below so that you are well informed before making the booking with the Driver through the Uber Service. You can find the legal name and contact details of Uber by using the hamburger menu at the top left of the screen during the entire booking process.

3.3 With the offer, you are informed that we do not only generate revenue for our company by charging our Service Fee to you, but also by charging fees to Uber for services we offer to them. With the offer, you are also informed that the venue may receive a commission from us for assisting you with your booking.

3.4 The offer also informs you that these Terms of Use, our Privacy Policy and the Uber T&C's apply to the booking. You can click on hyperlinks to read these documents on the Device. The documents on the device contain a QR code that you can scan, and which guides you to a website where you can save these documents on your own device for later reference. In case you use a QR Tool, the relevant pages have a save-button you can use to save the documents on your own device for later reference. We recommend that you save a copy of these documents to your own device.

3.5 The offer also informs you that by requesting the ride, you consent to Uber contacting you for trip fulfillment and tracking and sharing trip details with us and the venue for trip fulfillment.

3.6 The booking process allows you to check and amend any errors before submitting your booking - just click on the "previous step" button on the Device or the QR Tool. Please check your booking carefully before confirming it, as once you click on the "PAY NOW" acceptance

button (and make subsequent payment in case you pay through Our Services), you are accepting these Terms of Use, our Privacy Policy and the Uber T&C's and we will process the booking for you immediately. You are responsible for ensuring that your booking is complete and accurate. A copy of the contract formed between you and us will be accessible for you as described below.

Accepting the offer

3.7 You can accept the offer by clicking on the "PAY NOW" acceptance button. In consideration of (i) your payment of our Service Fee, (ii) you entering into an agreement with, and paying the agreed fees to, Uber, acting as agent of the Driver and/or (iii) your access and use of Our Services under these Terms of Use, a legally binding agreement between you and us is formed when you click on the "PAY NOW" acceptance button. This agreement incorporates these Terms of Use. Your booking with the Driver through the Uber Service is established when you click on the acceptance button. Each booking will incorporate these Terms of Use and the booking into a new and separate agreement.

3.8 When you click on the "PAY NOW" acceptance button, a separate agreement is also established between you and Uber and also the Driver on the basis of the Uber T&C's. This is a direct agreement between you and Uber and the Driver, to which we are not a party. It is governed by the Uber T&C's that are shown in the offer, which govern both the booking and the transportation service itself. When you make a booking, you understand and accept that you are entering into an agreement directly with Uber and the Driver, and you accept that you will be bound by the Uber T&C’s in respect of the relevant booking and ride.

3.9 The booking is placed with the Driver through the Uber Service after you click on the acceptance button on the page of the offer and after you have made payment as described in article 4 below.

Confirmation of booking

3.10 After making payment, a paper ticket is printed by the Device and an SMS text message is sent to your mobile phone number by us. The paper ticket and SMS text message is the confirmation of your booking.

3.11 The paper ticket and SMS text message confirm your booking and contain a summary of your booking and a link to a mobile booking tracker website specifically for you (on the paper ticket, the link is a QR code for you to scan), as further detailed below. In addition to this, Uber will also send you SMS text messages with confirmation of your booking, trip details, terms and support information.

Mobile booking tracker website and cancellation

3.12 The mobile booking tracker website contains the estimated Total Price and allows you to manage, track and cancel your booking. It also contains a copy of these Terms of Use, our Privacy Policy, and a link provided by Uber to the Uber T&C's. You can find the legal name and contact details of Uber by using the hamburger menu at the top left of the mobile booking tracker website.

3.13 We recommend that you carefully keep the paper ticket and SMS text messages, so that you are able to contact us and Uber with the booking reference number of your booking if required.

3.14 The mobile booking tracker website contains a button that allows you to cancel your booking. This option is also available on the Device on which your booking was made.

3.15 Cancellation of your booking is subject to the Uber T&C's. Uber may have a cancellation policy or refund policy and may charge a cancellation fee if you cancel your booking. If Uber charges a cancellation fee, this will be clearly notified to you on the mobile booking tracker website and also on the Device upon use of the cancellation button and therefore before you confirm your cancellation. We do not charge any cancellation fees ourselves.

3.16 If you cancel your booking, this will cancel the pre-authorization of payment you provided, with the exception of the amount of the cancellation fee, in case it applies.

Other relevant matters

3.17 Please note that all information on arrival times and trip duration that is visible in Our Services are estimates that we receive directly from Uber. We have no control over this information and as a result of this, to the extent permitted by applicable laws, we are not liable for any deviations between these estimates and the actual arrival times and trip duration of the transportation services provided by the Driver.

3.18 To the extent permitted by applicable law, and without limiting rights that you have available under applicable laws, we do not provide any guarantees or accept any liability in respect of bookings with the Driver and the performance of transportation services by the Driver. Nor do we provide any guarantees or accept any liability in respect of the Uber Services. Our Services are limited to assisting you in connecting with Drivers through the Uber Service to facilitate your direct bookings with them, collecting your payment for the transportation services and providing you with your receipt and invoice.

3.19 These Terms of Use and our Privacy Policy are always easily electronically accessible on our website (https://www.mangoguest.com/passengers/terms/) where they can be saved for future reference.

4 Prices and payment

4.1 The price for booking and taking a ride through the use of Our Services consists of the Uber Fare and our Service Fee. Together, these amounts are the Total Price as defined in these Terms of Use.

4.2 Due to the nature of transportation services, at the offer stage, the Uber Fare is mostly an estimate, rather than a fixed price. We merely show you the Uber Fare estimate as we are informed about it by Uber through the automated connection between Our Services and the Uber Service. The Service Fee shown to you in the offer stage may also be an estimate, if it is dependent (or partly dependent) on the amount of the final Uber Fare. The offer that is made to you will clearly show these price elements and explain how these are calculated, with information icons that can be opened for you to read.

4.3 The final Uber Fare, and consequently also any part of our Service Fee that is based on the amount of the final Uber Fare, depends on several variables, such as traffic density, the available route, changes to the destination and added stops. The final Uber Fare depends on the vehicle's taximeter and the applicable local (sur)charges, tolls and taxes upon completion of the ride. As we are not responsible for determining the Uber Fare, we do not in any way control or influence the amount of the (estimated or final) Uber Fare. The Uber Fare is

determined subject to the Uber T&C's. As a result, and to the extent permitted by applicable laws, we are not responsible or liable to you for any deviations between the estimated Uber Fare and the final Uber Fare you are obliged to pay with regard to the transportation services provided to you.

4.4 You are informed of the estimated Total Price of your booking in the offer on the Device or in the QR Tool, as described in article 3 above. The information will specify the applicable currency. In case you accept the offer, you accept this estimate. This places you under an obligation to pay, as although you may cancel the booking, a cancellation fee may apply as described in article 3.15 above. In case you decide to take the ride, that will create the obligation to pay the Total Price (once finally determined and calculated). We confirm the estimated Total Price on the mobile booking tracker website as mentioned in article 3.12 above, which you can go to by using the QR code on the printed ticket and/or clicking on the link in the SMS text message.

4.5 Payment of the Total Price is made through Our Services. By making payment on the Device, you are providing a pre-authorization to reserve the applicable amount on your method of payment. Some payment institutions may display this pre-authorization on your account. Funds will not be deducted from the account until the ride has been completed, but there may be a reduction in the amount of funds available to you in the meantime corresponding to the amount pre-authorized. This pre-authorization shall be for the estimated Total Price set out in the offer. If the final Total Price differs from the amount of the pre-authorization, the exact amount will be deducted as soon as the final amount has been determined after the ride has been completed by the Driver. In the event of successful cancellation, the pre-authorization will be cancelled, and the amounts will be released in accordance with the operating rules and conditions of your payment institution, with the exception of the amount of the cancellation fee if it applies. If your credit card is not from the United States, the exchange rate depends on your issuing bank and international payments by credit card are subject to fees from your issuing bank.

4.6 We can provide you with both a receipt and (tax) invoice by email for the final Total Price. We are able to do so because we collect payment for both the Uber Fare and our Service Fee as part of Our Services. The invoice contains a specification of the applicable taxes and regulatory fees for both price elements.

4.7 The booking process on the Device and QR Tool and also the mobile booking tracker website contain a button to request a receipt. You need to provide us with your email address in order for us to be able to send it to you. We do not use your email address for any other purpose than sending you the receipt or communicating with you about your request to receive a receipt. You can also request a receipt later by emailing us at accounts@mangoguest.com and referring to the Trip ID you can find on the paper ticket and in the SMS text message. In case you wish to receive a tax invoice, please email us at accounts@mangoguest.com.

4.8 We shall take all reasonable steps to protect your payment data from unauthorized access by third parties. We use third party payment processing services to facilitate payments through Our Services. Our third-party payment processing service provider may retain payment details after the pre-authorization payment has been made in order to complete the payment process after the transportation service has been completed.

5 Eligibility to use Our Services

5.1 Our Services may be used only by persons who can form legally binding agreements. You confirm that you have the right, authority and capacity to agree to these Terms of Use and to the Uber T&C's.

5.2 You must be eighteen (18) years of age or older to use Our Services. Use by those who do not meet this requirement are in breach of these Terms of Use. By using Our Services, you confirm that you are a natural person and 18 years of age or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use and the Uber T&C's.

5.3 You must ensure that all the information you provide when making a booking is complete and accurate. This includes providing your own actual mobile phone number on the Devices and QR Tools where this is mandatory in the booking process, in order for us and Uber to be able to send you an SMS text message confirming your booking as described in article 3 above.

6 Acceptable use obligations

6.1 You agree that you will:

- use Our Services in a manner that is compliant with all applicable laws and these Terms of Use;
- read, accept and abide by the Uber T&C's;
- not use robots, search applications or other manual or automatic tools to extract, index, 'data mine' or reproduce or circumvent in any other manner the structure and presentation of Our Services or its content;
- not use Our Services in a manner that could damage, deactivate, overload, affect, interfere with or compromise our IT systems, the servers, security or networks connected to Our Services, or interfere with other users' use of Our Services;
- not transmit or download content which is defamatory, offensive, false or misleading with Our Services;
- not distribute or reproduce in any manner whatsoever, content that is protected by copyright, trademark rights or business secrecy; and
- not 'frame' or create a mirror site of Our Services, use meta-tags, code or other devices which contain references to Our Services, with the aim of redirecting visitors to another site for any purpose whatsoever.

6.2 We reserve the right to immediately suspend your use of Our Services for any breach of the above restrictions, and to immediately terminate your use entirely for any repeated breaches or for any serious breach of these restrictions.

7 Disclaimer of warranties

7.1 WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF OUR SERVICES OR THE UBER SERVICE OR TRANSPORTATION SERVICES BY DRIVERS. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF OUR SERVICES OR THE UBER SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) OUR SERVICES OR THE UBER SERVICE OR TRANSPORTATION SERVICES BY DRIVERS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR THE UBER SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN OUR SERVICES OR THE UBER SERVICE WILL BE CORRECTED, OR (F) OUR SERVICES, THE UBER SERVICE OR THE SERVER(S) THAT MAKE THESE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7.2 OUR SERVICES AND THE UBER SERVICE ARE PROVIDED TO YOU STRICTLY ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

7.3 ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED BY THIRD PARTIES THROUGH THE USE OF OUR SERVICES OR THE UBER SERVICE.

7.5 YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR SERVICES OR THE UBER SERVICE, AND ANY THIRD-PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND FOR WHICH YOU AGREE TO HOLD US AND OUR AFFILIATES HARMLESS.

7.6 YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF OUR SERVICES AND OR THE UBER SERVICE. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH OUR SERVICES OR THE UBER SERVICE IS TO STOP USING OUR SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

8 Internet and telecommunications

8.1 YOU AGREE THAT, WHEN YOU RECEIVE AN SMS TEXT MESSAGE OR PHONE CALL, YOU MAY INCUR A CHARGE FROM THE COMPANY THAT PROVIDES YOU WITH TELECOMMUNICATIONS, WIRELESS AND/OR INTERNET SERVICES, AND YOU AGREE THAT WE HAVE NO LIABILITY FOR SUCH CHARGES AND ARE NOT LIABLE TO YOU FOR ANY SUCH CALLS, TEXTS, OR EMAILS.

8.2 YOU ARE RESPONSIBLE FOR ALL COSTS INCURRED BY YOU WITH RESPECT TO USING OUR SERVICES OR THE UBER SERVICE ON A MOBILE DEVICE (SUCH AS A QR TOOL OR MOBILE BOOKING TRACKER WEBSITE), INCLUDING DATA USAGE FEES AND OTHER TELECOMMUNICATIONS FEES.

8.3 OUR SERVICES AND / OR THE UBER SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS THAT ARE INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 Intellectual property rights

9.1 All right, title, interest and/or license in and to all the intellectual property rights in and to Our Services are and shall remain owned by us and/ or our licensors. These rights include copyrights, neighboring rights, database rights, design rights, trademark rights, trade name rights, trade secret rights, patent rights and all other intellectual property rights.

9.2 You agree that Our Services and each of its components, including all intellectual property rights associated with it, are our exclusive property and/or that of our licensors. Any full or partial reproduction or representation of Our Services or any of its components, without our consent or that of our licensors, is prohibited.

9.3 You have a non-exclusive, non-transferable limited license, without the right to sublicense, to access and use Our Services solely as is necessary to benefit from Our Services and the Uber Service under the applicable terms. You are not permitted to reproduce, modify, or make available to the public any part of Our Services, unless as is permitted under mandatory law.

9.4 We are allowed to take technical measures to protect intellectual property rights. You shall not remove, avoid or bypass this security or have any third party do so.

9.5 All the other trade names, trademarks, logos, service marks, corporate names or product names appearing on Our Services shall remain the intellectual property of their respective owners, such as Uber.

10 Relation to Uber and the Driver

10.1 As noted above, we are not a party to the agreement between you and Uber and between you and the Driver. Both Uber, providing the Uber Service which you connected to through the use of Our Services, and the Driver, providing transportation services to you, are independent third parties.

10.2 As a result of Uber and the Driver being independent third parties, you agree and acknowledge that we have no control over:

- whether a Driver will arrive in time or at all after you have made a booking through connecting with the Uber Service via the use of Our Services; or

- the performance of transportation services and the level of service that is provided to you by the Driver.

10.3 To the maximum extent permissible under applicable law, and without limiting the rights available to you, we are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence whatsoever of Uber or the Driver or for any personal injuries, death, property damage or other loss, damages or expenses resulting from or connected to the supply of services to you by Uber or the Driver.

10.4 Despite the above, do please read the customer services clause below in article 12 as we do take reasonable steps to help you in case of any issues you encounter with Uber and the Driver.

10.5 To the maximum extent permissible, and without limiting the rights available to you under applicable law, you accept that our responsibility and liability to you is limited to our status as the operator of a platform enabling its users to connect with the Uber Service to book transportation services from Drivers, who are the independent providers of transportation services. We do not operate as a taxi, limousine or chauffeur or transportation services company (or the booking service of such transportation services) ourselves.

10.6 As a result of the fact that we do not provide any transportation services, we do not have any insurance that covers claims which arise in connection with your ride or transportation service, or insurance coverage for you, any other passengers, third parties and/or your or their property and belongings. Insurance policies of Uber or the Driver will be subject to their own terms and may be subject to and described by the Uber T&C's.

11 Limitation of liability

11.1 IN THE EVENT THAT WE DO HAVE ANY LIABILITY TO YOU AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT:

- WE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF TURNOVER, LOSS OF PROFIT, LOSS OF DATA, REPUTATIONAL DAMAGE, INTERRUPTION OF BUSINESS OR DAMAGE CLAIMS OF THIRD PARTIES, AMONG WHICH EXPENSES INCURRED IN RELATION TO HAVING A TRANSIT CONNECTION, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE;
- OUR LIABILITY UNDER THESE TERMS OF USE OR OTHERWISE TO YOU SHALL NEVER EXCEED $50 (FIFTY US DOLLARS), WITH THE EXPRESS PROVISION THAT THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS MAXIMUM; AND
- WE SHALL NOT BE LIABLE TO YOU IN THE EVENT OF: (A) ANY FAILURE OF YOUR MOBILE DEVICE (INCLUDING IF IT LOSES POWER OR CONNECTIVITY FOR ANY REASON) OR (B) FAILURE OR DISRUPTION OF TELECOMMUNICATIONS NETWORKS (SUCH AS THE INTERNET, TELECOMMUNICATION SERVICES AND THE LIKE).

11.2 THE CONTENT OR OTHER MATERIALS PUBLISHED ON OUR SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

11.3 UBER, PROVIDING THE UBER SERVICE THROUGH OUR SERVICES, AND THE DRIVERS, PROVIDING TRANSPORTATION SERVICES TO YOU, ARE INDEPENDENT THIRD-PARTY BUSINESSES AND ARE NOT OUR AGENTS. WE ARE NOT LIABLE FOR THE ACTS, ERRORS,

OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE WHATSOEVER OF UBER OR ANY SUCH DRIVERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM THEIR SERVICES TO YOU.

11.4 From time to time, access to Our Services or the Uber Service may be suspended without prior notice. You agree that we have no liability and shall otherwise not be responsible in the event of any delay, cancellation, overbooking, misquoted rates, strike, riots, floods, acts of God, security breach, false transmissions, pranks, hoaxes, technological failure or any other cause beyond our control, and further that we shall not have any responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

11.5 The limitations of liability in this clause apply irrespective of the legal nature and legal basis of the liability claim or form of the action, be it a claim for damages on the basis of breach of agreement, a claim for damages on the basis of unlawful act or omission, a claim on the basis of an obligation to make performances undone after dissolution of an agreement, or otherwise.

11.6 You agree that any claim you may have arising out of or related to Our Services or your relationship with us must be filed within one year after the claim arose; otherwise, your claim is permanently barred.

11.7 The limitations of liability in this clause do not apply in the case of willful acts or gross negligence on our part.

11.8 Nothing in these Terms of Use excludes any liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability under applicable mandatory law. Nothing in these Terms of Use affects your mandatory statutory rights as a consumer.

11.9 Save as set out in this article 11, we have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.

11.10 Nothing in these Terms of Use excludes any liability which may not be excluded under applicable mandatory law. Nothing in these Terms of Use affects your mandatory statutory rights as a consumer.

12 Customer services

12.1 Requests for information, clarification, complaints and lost items that relate to a booking, ride or transportation service can be communicated directly to Uber. Requests in relation to Our Services, including payment issues (such as refunds and chargebacks), can be communicated directly to us.

12.2 You can find the legal name and contact details of Uber on the Device or QR Tool when you are making your booking and also on the mobile booking tracker website. You can go to the mobile booking tracker website using the QR code on the paper ticket and/or using the link in the SMS text message we send to you to confirm your booking. You can also contact Uber directly on the basis of the SMS text messages that Uber sends to you to confirm your booking.

12.3 We will take reasonable steps to help you to contact Uber if you send us an email on the address below.

12.4 Of course, you may also send us any complaints or claims with regard to Our Services. Our involvement with any complaint, claim or request that relates to a booking, ride or transportation service does not imply that we have any liability for it and will not be construed as an admission of liability by us. We will take reasonable steps to transfer any complaint, claim or request you make to us in relation to a booking or the provision of a ride or transportation service to the Uber or the relevant Driver.

12.5 We will use commercially reasonable efforts to give you necessary information to improve your experience using Our Services. We also welcome your feedback and comments about your use of Our Services and the Uber Service.

12.6 Please contact us directly via email for any customer claims, complaints, feedback or support information: support@mangoguest.com.

13 Confidentiality

13.1 You agree not to use the technical, financial or strategic information, or other trade secrets or confidential information about or in connection with Our Services, the Uber Service and our activities, operations or properties ("**Confidential Information**") which we may have disclosed to you through your use of Our Services or as part of the Uber Service.

13.2 You may not disclose our Confidential Information to any third party, and you must preserve the confidentiality of, and avoid the disclosure or use of, Confidential Information, including preventing any of it falling into the public domain.

14 Termination

14.1 We may terminate, on notice to you, your use of Our Services if:

- we reasonably believe your actions may cause financial loss or legal liability for us or our other users; or

- we reasonably suspect that you have engaged in fraudulent activity in connection with Our Services or the Uber Service.

14.2 We reserve the right, but are not obligated, to investigate and terminate your use of Our Services if:

- you have misused Our Services or the Uber Service or acted in breach of the acceptable use obligations described in article 6 or in a fraudulent or dishonest way;

- your conduct is unlawful or illegal; or

- you have materially breached any terms of these Terms of Use, and you have failed to remedy the breach after 7 days of being notified of the breach if the breach is capable of remedy.

14.3 We have no obligation to provide any compensation to you for any costs or damages incurred for the use of Our Services or the Uber Service if these Terms of Use are terminated on the basis of this clause.

14.4 The agreement between you and us in relation to the booking of a ride with a Driver shall automatically terminate 180 days after completion of your ride or transportation service.

15 Personal data

15.1 We process your personal data as is necessary for the performance of Our Services to you and for compliance with our legal obligations. We do not sell your personal data to anyone. We do provide your personal data to Uber, in order for Uber and the Driver to perform their agreement with you to book and provide the transportation services. Uber and we are each independent controllers of the personal data that we process of you in order to provide our independent services to you.

15.2 Please refer to our Privacy Policy for more information (https://www.mangoguest.com/passengers/terms/). We inform you of the Privacy Policy with the offer in the booking process as described in article 3. You can also find a copy of the Privacy Policy in the mobile booking tracker website as described in article 3. By using Our Services, you acknowledge to have been informed of our Privacy Policy.

15.3 Please also refer to the Uber T&C's, which include the privacy policy of Uber, for information on the processing of your personal data by Uber. To be clear, we are not liable for the processing of your personal data by Uber as an independent controller. By booking a ride, you acknowledge to have been informed of the privacy policy of Uber.

16 Changes to Our Services and to these Terms of Use

16.1 The current version of these Terms of Use at the time of your booking applies to your use of and access to Our Services and the Uber Service. If certain elements of services are governed by different rules, you will be provided with those prior to making a booking.

16.2 We may from time to time make changes to Our Services and also the Uber Services may change, for instance by the addition or removal of functionality or by a change of the way in which either of them operates or is presented to you.

16.3 We may modify these Terms of Use to reflect changes to Our Services or the Uber Service, changes in law or changes in the way we or our industry operates, or for any other reason. By accepting the offer in the booking process on the Device or QR Tool, you agree to be bound by the version of these Terms of Use that is shown there.

16.4 Of course, any updated version does not apply to offers already accepted. If these Terms of Use are updated between acceptance of an offer and the start of a ride, the version of these Terms of Use that applied at the time that you accepted the offer and the booking was made will continue to apply to that booking and in respect of the relevant ride.

17 Links to other websites

17.1 Our Services may contain hyperlinks to websites operated by third parties. We do not control such websites, and we are not responsible for their content or for any breach of contract or any intentional or negligent action on the part of such third parties, which results in any loss,

damage, delay or injury to you. We are not responsible for the accuracy of opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on Our Services does not imply or constitute approval or endorsement of the linked website by us.

17.2 If you decide to leave Our Services to access third party websites, you do so at your own risk. All conditions, rules, policies (including privacy policies) and operating procedures of websites operated by third parties will apply to you while browsing on such websites. We are not responsible for information provided by you to third parties or by the third parties to you. Accordingly, we strongly recommend that you review the privacy policy and operating conditions and procedures of such websites before accessing.

18 Governing law and jurisdiction

18.1 The legal relationship between you and us is exclusively governed by the laws of the State of New York, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction.

AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

18.2 Except for disputes brought in small claims court, any dispute arising out of or relating to these Terms of Use, Our Services, or any relationship between the parties, or any of their parents, subsidiaries, affiliates, successors, officers, directors, or employees, heirs and permissible assigns, without limitation, no matter how described, pleaded or styled, will be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act.

18.3 The arbitration will be conducted by a single, neutral arbitrator chosen by the parties, who shall be a retired judge or a lawyer with at least ten years of active practice in technology law. The arbitration shall be conducted under the Consumer-Related Disputes Supplementary Procedures and expedited procedures of the American Arbitration Association ("AAA"). You understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org. The arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration. The arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties. The parties agree that the arbitrator, and not a court, will have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be paid by us. Each party will pay for its own attorneys' fees and costs. Any dispute or claim will be brought solely in that party's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, their representatives, and the AAA. The parties agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial for any dispute to which this agreement applies and any dispute will be commenced and maintained exclusively in the state or federal courts in New York and the parties each consent to the personal jurisdiction of the courts. This provision survives the termination of these Terms of Use. Notwithstanding anything herein to the contrary, you

retain the right to pursue any claim in a small claims court and proceed on an individual basis for any such claim that is within the court's jurisdiction.

18.4 BY ACCEPTING THESE TERMS OF USE, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

19 Miscellaneous

19.1 These Terms of Use (and any other terms and conditions referenced herein) constitutes the entire and only agreement between you and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Our Services, the Uber Service or any products or services provided by or through Our Services, and the subject matter of these Terms of Use.

19.2 Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of our right to comply with law enforcement requests or requirements relating to your use of Our Services or information provided to or gathered by us with respect to such use.

19.3 The clauses of these Terms of Use shall survive termination to the fullest extent necessary to govern the legal relationship between you and us in relation to your use of Our Services at any time.

19.4 Should a provision of these Terms of Use become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

19.5 Failure on our part to insist on performance of your obligations or to exercise any rights does not constitute a waiver of our rights. A right can only be waived in writing and signed by the party giving the waiver.

19.6 Each of the clauses of these Terms of Use also applies on behalf of our directors, officers, employees, agents, contractors, successors and assigns, as well as our subsidiaries, parent and sister companies and other companies that are part of our group, as well as the (legal) persons or entities, auxiliary persons, and subordinates that we engage in performing Our Services.

19.7 The legal relationship between you and us and your rights and obligations under these Terms of Use cannot be assigned or transferred without our prior written consent. We may, however, assign or transfer the legal relationship between you and us in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of our assets or voting securities, and we may also assign or transfer these Terms of Use to any of our affiliates.

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