

TaxiPay Service Terms and Conditions: Please read these terms and conditions of business carefully before signing your Order Form.

DEFINITIONS

The Order Form submitted by You is subject to the terms and conditions set out in this Agreement and acceptance by Us and will not be binding until accepted by Us. Once accepted by Us, no Order Form can be amended or cancelled by You except as provided in this Agreement. This Agreement is binding on both parties. The scope of this Agreement includes but is not limited to the processing via Us of Transactions in electronic form together with such other forms of payment instruction as may from time to time be introduced by Us on notice to You by such means as the We deem fit. The rights granted to You by Us under this Agreement are limited to those expressly set out in this Agreement.

In this Agreement unless the context requires otherwise, the following expressions have the meanings as stated:

"Agreement"	These terms and conditions, the Order Form correctly signed and duly dated and any additional terms as may be referred to herein
"Order Form"	The document signed by the You agreeing to the commercial terms as set out in the Order Form and this Agreement
"Product"	The TaxiPay group of software applications are provided by Us and are applications providing services of card acquirer on-line authorisation.
"We", "Us" or "Our"	Adelante Software Limited, registered in the UK Company Number 4450760
"You" or "Your"	The Customer named on the Order Form.
"Service"	Card processing Service(s) supplied by Us to You. We may provide such service(s) through a third party acting as the Our agent.
"Transaction Record"	Such document that We specify or authorise in writing to be used to record each and every Transaction.
"Transaction"	Each occasion that the Product is used to process a credit or debit card or other automated payment or We refund a transaction at a customers request, or the bank generate a Chargeback request.
"Transaction Charge"	Subject to variation, the charges shown on the Order Form or if none are specified, Our standard Transaction Charges for the authorisation or non-authorisation of a Transaction, Refund, or Chargeback request.
"Chargeback"	A deduction from Your Account Authorised by the issuer of a credit or debit card due to a transaction being refunded to the original credit or debit card for reason or reasons specified or unspecified.
"Account"	Your TaxiPay Account operated by Us through which Your Transactions are processed and funds collected are transferred.
"Refund or Refunded"	A deduction from Your Account authorised by Us due to a Transaction being refunded or refunded in part to the original credit or debit card account for reason or reasons specified or unspecified
"Other Charges"	Subject to variation, all Other Charges that may be reasonably required in the administration of Your Account as shown on the Order Form or if none are specified as per Our standard charges for administration.
"Transaction Limit"	Subject to variation, the upper limit per single Transaction and total value of all Transactions that You may make per month without prior authorisation from Us;
"Rules"	The bylaws, rules, regulations, operating regulations and procedures issued by a Card Association/issuer/licensor or similar to MasterCard or Visa, as may be amended or supplemented.

Other capitalised expressions used in the Order Form shall have the meanings given therein and in this Agreement.

TERMS OF AGREEMENT

1 Agreement

- 1.1 This Agreement shall begin the date of Your signatures on the Order Form.
- 1.2 We agree to supply the Product and / or Services set out in the Order Form at a date mutually convenient to both parties.
- 1.3 You agree to operate the Scheme in accordance with the terms of this Agreement, the Operating Instructions, the User Manual AND in accordance with the Rules, all of which form an integral part of this Agreement.
- 1.4 This Agreement is strictly between You and Us. You must not allow the Product or Service to be used by anyone else. You must not sell, assign, or sublet the Product or Service.
- 1.5 This Agreement and the Order Form constitute the entire Agreement between the parties and supersede all prior arrangements, understandings and negotiations.
- 1.6 We reserve the right to vary this Agreement to comply with new legislation provided that such variation shall be limited to the extent necessary for such purposes. Any such variation shall be effective upon Us giving written notice to You. No other variation to this Agreement shall be effective unless agreed in writing by You and Us.

2 General

- 2.1 You (and if more than one person jointly and severally) agree until the Agreement is terminated:
 - a) We will credit and debit Transaction Charges at the rate stated from your Account prior to forwarding the acquired funds to the Bank account as detailed on the Order Form; and
 - b) We will transfer acquired funds to your bank account on a Net-weekly basis, and subject to one months written notice may vary the period or frequency of transfer. Accounts are processed on a Friday or the next working day in the event of a Bank Holiday and may take up to 5 working days to reach your designated bank account following the processing procedure; and
 - c) We may invoice You, or make future deductions from Your TaxiPay Account when funds are available at Our discretion, for any Transaction Charges or Other Charges due to Us that We were unable to deduct due to insufficient funds being available in Your TaxiPay Account to meet them; and
 - d) You will pay the Transaction Charge and all other sums due to Us punctually by the method specified on the dates and in the amounts specified and that time for payment of any sums due under these Terms shall be of the essence and that it is a condition that failure to pay any sums due within 14 days after the due date shall be a repudiation of these Terms; and
 - e) We may vary the Transaction Charges at Our discretion on the expiry of not less than one month's written notice to You provided that We shall not vary them more than twice in any one calendar year; and
 - f) If You fail to comply with any of the terms of payment for more than 7 days after receipt of a written demand We may withhold the provision of the Services without incurring any liability to You, and You shall remain liable to Us for all existing and continuing charges due under this Agreement; and
 - g) You will remain liable to pay all charges due under this Agreement notwithstanding any unavailability of the Product or Service and
 - h) We may suspend the Product or Services if You fail to pay or We are unable to collect any sums when due or You are otherwise in breach of this Agreement or if We reasonably believe You are using the Product or Service for illegal purposes or purposes for which it is not intended
- 2.2 You agree to display and exhibit to the general public such MasterCard/Visa identification symbols or decals as are approved or supplied by US in accordance with any requirements which may be specified by the Bank for the Cards.
- 2.3 You shall honour all valid and current MasterCard and Visa Cards (as well as all and any other Cards designated by Us which You shall honour upon notification by Us) presented by Cardholders by supplying services to the Cardholder and shall obtain Our authorisation in respect of Transactions. At the Our discretion, Payment Cards (or any of them) may be subject to such Transaction Limit (if any) as We may impose or vary from time to time and with effect from the date four weeks from the date of such notification to You.
- 2.4 Transaction Records must be kept in all Transactions. On taking a payment under the Scheme You shall duly complete a Transaction Record obtaining such authorisation from the TaxiPay Service as required and shall give one copy of the completed Transaction Record to the Cardholder. You acknowledge that an authorisation code from the TaxiPay Service does not guarantee that payment will be made by Us in respect of a Transaction and We will not validate a fraudulent Transaction, a Transaction involving the use of an expired Card or a Transaction which is otherwise invalid for any reason.
- 2.5 If You agree to make a refund of the whole or part of any Transaction previously authorised by a cardholder You will complete a Transaction Record marking it as a 'refund' and post the request for Authorisation to Us. We have the right to refuse to refund the Transaction upon which You will be liable to the cardholder for the outstanding monies. In the event We agree to refund the Transaction You will be liable to Us for the value of the Transaction.
- 2.6

2.5.1 In presenting any Transaction to TaxiPay You warrant to Us and agree as follows:

- a) That all statements of fact contained therein which are within Your knowledge are true and complete;
- b) That the use of the Card by the Cardholder has been authorised and authenticated by the Cardholder in a manner appropriate to that Card, as prescribed by Us from time to time
- c) That You have supplied the services to which the Transaction relates and to the value stated; and
- d) That no other Transaction has been or will be issued in respect of the same services which are the subject to which such Transaction relates; and

2.5.2 You agree and undertake as follows:

- a) That You will fully indemnify and keep indemnified Us in respect of any claim loss or liability (including any costs or expenses) made against, resulting to or incurred by Us whatsoever or howsoever arising from or relating to any Transaction; and
- b) That as between Us and You, the onus shall be upon You to prove the satisfaction of Us that the debit of the Cardholder's Card account was authorised by the Cardholder.

For the purposes of Clause 2.5.1 (a) above (but without in any way prejudicing the indemnity therein provided) You agree that We shall be entitled at Our discretion to accept, dispute, compromise, or otherwise deal with any claim, loss or liability such as is therein described which is made against Us and shall be under no liability in respect thereof to You.

2.6 A Transaction shall be invalid if:

- a) The Transaction in respect of which it is issued is for any reason illegal or of no legal effect;
- b) The signature on the Transaction Record is incompatible with that on the Card;
- c) The copy of the Transaction Record which if requested and presented to Us is incompatible with the copy of the Transaction Record which is provided to the Cardholder;
- d) The card has expired or has not yet become valid at the time of the Transaction;
- e) The Card is listed in a Bank's void card list or any warning bulletins or other communications or advice (whatever form the same may take), from time to time issued or made available to You;
- f) The Transaction Record is incomplete;
- g) There has been any departure from the terms of this Agreement, the operating instructions or the relevant Rules in relation to that Transaction;
- h) Any of the events lettered (b), (c) or (d) referred to in Clause 8.1 below shall have occurred at the date of the Transaction to which the Transaction Record relates whether or not We shall then have terminated Your rights in consequence thereof;
- i) The events lettered (a) or (e) referred to in Clause 8.1 below shall have occurred and We shall have terminated the Your rights in consequence thereof.
- j) The Transaction value is in excess of Your Transaction Limit and no authority has been obtained from Us.

Notwithstanding the foregoing, no objection shall be taken by You if We treat any invalid Transaction as valid though such treatment shall be without prejudice to the Our right subsequently to treat such Transaction as invalid if its invalidity shall come to the notice of Us. We shall be under no obligation to give You notice of the invalidity or, as the case may be, validity of a Transaction.

2.7 We shall credit or debit Your Account with the under-mentioned items which shall become payable on demand in accordance with below:

- a) The agreed Transaction Charge on the amount of all payments made in respect of Transactions presented for payment in the preceding week or such other period as may from time to time be specified by Us and notified to You on the giving of 4 weeks notice by such means as We deem appropriate;
- b) The amount of any refund due to any Cardholder in accordance with the Refund procedure set out in Clause 2.5;
- c) Any overpayments made by Us or an agent in respect of Transactions due to errors;
- d) The full amount of all payments made by Us to the bank or cardholder in respect of invalid Transactions;
- e) Any other sums due or payable to Us by You in accordance with this Agreement;
- f) At Our discretion an amount equal to interest at the rate of 5% per annum over the Royal Bank of Scotland Base Rate from the due date until the date of payment on any sum (other than sums mentioned in (h) below) due by You to Us but unpaid;
- g) At Our discretion an amount equal to interest at the rate then currently being charged to Cardholders in respect of their indebtedness to Us or any organisation issuing Cards under the Scheme from the due date until the date of payment upon a sum equal to the value of any refund which as the case may be is not presented to Us within five Bank Business Days after the refund has been agreed between You and the Cardholder or is not despatched to Us within such period together with a cheque in favour of the Bank for the full amount thereof or by such electronic means as We shall prescribe (the fifth such Bank Business Day being the due date for the purpose of the calculation of such interest); and
- h) Any fee as notified from time to time by Us to You in connection with the use of the Product or Service.

2.8 You irrevocably authorise Us to debit Your Account in respect of Chargebacks in accordance with the Rules and with the amount of any fees payable by You to Us or any amount owing to Us under this Agreement.

2.9 We agree to maintain records of all credits and liabilities between Us and You and will periodically forward to You a statement of these records including a breakdown of Transaction Charges and any amount then due from You to Us not deducted directly from Your Account. Such statement shall constitute a proper demand for payment by Us to You

2.10 We may from time to time vary this Agreement or any part hereof, the user manual and/or the operating instructions. Any such variation together with any variation of the Rules as may occur from time to time shall become effective upon Us notifying You thereof. Such notification may be by such means as We shall think fit.

2.11 You agree that You will provide Us with all reasonable assistance to resolve any disputes arising from Your participation in the Agreement and to return and store securely a copy of the Transaction Records for a period of 24 months from the date of the Transaction and to promptly (and in any event within one week of demand) supply to Us copies of the stored documents to assist in the resolution of disputed Transactions.

2.12 You hereby agree that We shall be entitled without prior notice or further consent from You to set off against those monies due to You all and any monies due and owing to Us by You pursuant to this Agreement and in particular Clause 2.7 thereof from time to time and at any time.

2.13 You shall use the Product or Service for processing Transactions. You will process every such Transaction by using the Product or Service regardless of the amount involved but subject to such Transaction limit (if any) as may be fixed by Us from time to time.

2.14 Nothing in this Agreement precludes You from the requirement to obtain authority to debit the cardholder's account for each Transaction. Such authority shall be given when the cardholder signs the Transaction Record. It shall be Your sole responsibility to procure the signature of the cardholder for the Transaction and You will be responsible for producing evidence satisfactory to Us that authority was obtained for debiting the cardholder's account.

2.15 It will be the responsibility of the organisation(s) issuing cards to make payment to Us as an agent for You. We agree to pass on the details of Transactions to the relevant organisation(s) for processing but We accept no responsibility for non-settlement, failure to process or disputes arising out of such Transactions

2.16 If for any reason the Products operated by You cease to function correctly or at all and it becomes impossible to process Transactions through them, You will revert to the manual processing procedures (if any) as shall be specified by Us, or payment may be effected by the cardholder other than by way of card (e.g. by cash). In the event of non-function / inoperability of the Products or Service, payment other than as provided for by this Clause shall not be accepted by You in respect of a purported card Transaction.

2.17 Upon Our written request, You will immediately assist Us in implementing such safeguards as We may determine are prudent and necessary to create or require, including without limitation in respect of holdbacks, deposits or other safeguards against You.

3 Service

3.1 The Services are made available provided:

- a) They are not used for anything unlawful, improper, or immoral;
- b) They are not used to make offensive or nuisance communications in whatever form;
- c) They are only used with the Product approved by Us and all relevant rules are followed;
- d) They are not used to access or use content in a way that infringes the rights of others
- e) The person attempting to use the Product or Service is authorised to do so.
- f) They are used in accordance with any operating instructions supplied by Us

- 3.2 The effectiveness of the Product or Service varies depending on your location and other factors. You accept that, owing to the nature of mobile telecommunications, it is impossible to provide a fault free Service and We will not be liable to You or any other party for any action taken in reliance upon the accuracy, completeness or continuous supply of the Products and Services.
- 3.3 You may not transfer the Product from one mobile device to another without our prior approval.
- 3.4 The Service is provided without warranties or conditions of any kind. Except as specifically set forth in this Agreement, we make no warranties, conditions or representations concerning the merchantability, quality or fitness, for a particular purpose of the Service. You assume all risk for using the Service in any activities where damage or injury to persons, property, or business may result if an error or interruption occurs. Without limitation, no warranty or condition is given that the Product or Service is error-free or uninterrupted.
- 3.5 You (and if more than one person jointly and severally) agree until the Agreement is terminated:
- To make no alteration to the Product or Service and
 - To indemnify and keep Us fully indemnified at all times against all losses actions claims demands proceedings (whether civil or criminal) costs outgoings legal expenses insurance premiums and all calls liabilities judgements damages or other sanctions wherever arising directly or indirectly from the provision of the Products and Services or your failure or alleged failure to carry out your duties under these terms and conditions or any; and
 - The Products and Service are selected by You and We do not supply the Products and Services with any representation concerning the condition, performance, suitability or qualities of the Product and Service or that the customer's use of the Products and Service will not infringe any patents trademarks or registered designs copyrights or confident information or intellectual property rights owned or possessed by any third party and we shall not be liable for any loss suffered by You in any way by reason of such infringement; and
 - To insure against all liability to third parties for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Products and Service for such amount as is prudent or legally required; and
 - To comply with any policy of insurance affecting the Product or Service or its use.

4 Purchase Terms

- 4.1 You agree that in consideration for the right to participate in the TaxiPay Service in accordance with the terms set out in this Agreement and in the Order Form You shall pay Us in respect of each Transaction pursuant to this Agreement a Transaction Charge on the face value of all Transactions processed for payment. Such charges will be debited to You as hereinafter provided.
- 4.2 You agree to pay for the Products and Services in accordance with the terms set out in this Agreement.
- 4.3 All Conditions, warranties, terms, undertakings and obligations implied by Statute, Common Law, Custom, Trade Usage or otherwise are hereby excluded.
- 4.4 You may not use the Service outside of the United Kingdom without our prior agreement.
- 4.5 We grant to You personal and non-transferable use of the Product and Service, upgrades and other intellectual property relating to the Products and Service. You may not copy or modify or sub-licence any software or other intellectual property associated with the Products and Service. You shall use the Products and Service for Your own business purposes only. The TaxiPay software remains Our property at all times and must be surrendered upon request.
- 4.6 If You do not pay the Charges or any other sums payable under this Agreement when due You will pay to Us interest thereon calculated on a daily basis and compounded quarterly from the due date until payment at the rate of five per cent (5%) per annum above The Royal Bank of Scotland Base Rate.
- 4.7 You agree not to during the duration of this Agreement, enter into any agreement or agreements with any other bank or organisation for You to participate in the Scheme. You shall at all times comply with all applicable laws (including in relation to money laundering) relating to the operation and conduct of the Agreement.

5 Liability

- 5.1 You undertake and agree to indemnify and hold Us harmless against all actions, claims, proceedings, costs, losses and damages whatsoever and howsoever caused or arising which We sustain, incur or pay in connection with Your use or operation of the Products and Services or in relation to any matter arising out of their presence on the premises of You or in connection with any work done using the Products and Services provided by Us, Our servants, agents and/or sub-contactors and/or any person resulting from this Agreement including all actions, claims, proceedings, occasioned by or arising out of Our negligence, Our servants or agents, sub-contractors or other person acting on Our behalf as aforesaid.
- 5.2 If the Products or Services are damaged or stolen, lost or destroyed for any reason, You are still liable to pay all Transaction Charges or Other Charges already incurred or transacted.
- 5.3 Your mobile network provider will make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be intercepted or accessed by those other than the intended recipient.
- 5.4 We reserve the right, without liability to You, and subject to one months written notice, to alter the Product and Services as We may consider necessary provided that the usefulness and effectiveness of the Software is not reduced.
- 5.5 We shall not be liable to You:
- In contract or in tort for loss injury or damage arising by reason of any defects of the Products and Services whether such defects be latent or apparent on examination (other than liability for death or personal injury from our negligence); and
 - For any loss whatsoever suffered by You as a result of the Products or Services being unsuitable; and
 - For any loss or damage incurred or sustained by You as a consequence of Us terminating the Agreement or Service under clause 8.1
- 5.6 You hereby agree that You shall indemnify and hold Us harmless for any action We take against Your TaxiPay Account pursuant to this Agreement. You will also indemnify and hold harmless the institution at which We maintain the TaxiPay merchant account for acting in accordance with any instruction from Us regarding the TaxiPay merchant account. This Clause shall survive termination of this Agreement.
- 5.7 If we delay or fail to exercise any right or remedy available to us it shall not constitute a waiver of it or them and We may enforce any such right or remedy separately or concurrently with any other right or remedy now or in the future to the effect that such rights are cumulative and not exclusive of each other.
- 5.8 We do not warrant that our security procedures will prevent the loss of, alteration of, or improper access to, your data. We are not responsible for invalid destinations and transmission errors in, corruption of, or the security of, your information carried over telecommunications carriers' or other provider's facilities.
- 5.9 We shall not be liable for any failure to perform any of Our obligations under this Agreement where such failure arises directly or indirectly through war, civil disturbance, industrial dispute, equipment failure, or (without limitation) any other circumstances whatsoever beyond Our control.
- 5.10 No neglect, delay or indulgence on the part of Us in enforcing the terms and conditions of this Agreement shall prejudice or restrict Our rights hereunder, nor shall the same be construed as waiver thereof.
- 5.11 Each provision of section 5 is to be construed as a separate limitation applying and surviving even if for any reason any other of the provisions is held to be inapplicable, unreasonable, or unfair in any circumstances and shall remain in force notwithstanding any termination of this Agreement

6 Force Majeure

- 6.1 We shall not be liable to You for any breach of this Agreement to the extent that this arises as a result of technical problems relating to the Products or Service including the failure by any Internet service provider or public telephone or mobile network to provide services to or any other event beyond our reasonable control.

7 Use of information

- 7.1 We shall be provided with upon our request access to all information and documents in Your possession relevant to Our obligations under this Agreement.
- 7.2 You shall not without the written consent of the relevant cardholder, sell purchase, provide, disclose or exchange card information, including, without limitation, details of cardholders, or information regarding them or their Transactions, or regarding the Agreement howsoever obtained and whatsoever the form the same shall take, to any third party (other than to Your agent(s) for the sole purpose of assisting You in Your business and/or performing Your obligations under this Agreement) unless such disclosure is required by law. You shall only store any cardholder's account information and other personal data including card number(s), whether in paper or electronic form, in a secure manner to prevent access by or disclosure to anyone other than Your authorised personnel and in compliance with the Rules from time to time applicable to the Your data security and protection requirements. You shall take all such reasonably necessary measures to ensure cardholder information is not disclosed or otherwise misused.

The Order Form submitted by You is subject to acceptance by Us and will not be binding until accepted by Us. Once accepted by Us, the Agreement can not be amended or cancelled by You except as

- 7.3 You authorise Us to release data (including if applicable, personal data) to any agent of Ours and/or any third party service provider for the purpose of enabling Us to fulfil Our duties and obligations pursuant to this Agreement.
- 7.4 You further authorise Us and (where applicable) Our agents to release data to the police, Visa, MasterCard any other card scheme approved by Us from time to time for the purpose of, or associated with, the operation, integrity and security of relevant card schemes. You expressly acknowledge that We are required to report Your business name and the name of Your principals to member alert to control high-risk ("MATCH") if You are terminated for one or more reasons specified in MasterCard of Visa operating regulations. You expressly agree and consent to any such reporting by Us and You will hold Us harmless for all claims and liabilities You may raise as a result of such reporting.
- 7.5 You hereby authorise Us to make from time to time any business or personal credit and other inquiries We consider necessary to evaluate the continuance of this Agreement. You shall authorise any person or credit, reporting agency to answer all such credit inquiries and to furnish that information to Us.
- 7.6 Your information may be held and used by Us for a number of purposes which include:
- Processing your orders, or applications; providing You with Products and/or Services requested; administering your Account and settling accounts with those who provide related services to Us; dealing with requests, enquiries or complaints and other customer care related activities; and all other general administrative and business purposes;
 - Carrying out any activity in connection with a legal, governmental or regulatory requirement on Us; in connection with legal proceedings or in respect of crime or fraud prevention, detection or prosecution;
 - Carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems; in connection with the transfer of any part of our business in respect of which You are a customer or a potential customer.

If You would like Us to tell You what information We hold about You, please write to Us. There may be a charge for each request made to cover our administrative costs. If your information is incorrect or incomplete, please tell Us and We will correct or update it.

- 7.7 We may hold information relating to You that You provide to Us or that We may obtain from another source. This information may include among other information your name, address, telephone numbers, information on how You use our Products and Services, and any other information collected in relation to your use of our Products and Services.

8 Termination

- 8.1 We may terminate Your rights under this Agreement (and any associated Agreement between Us and You) forthwith in the event that:
- You are in breach of any of the terms of this Agreement (and any associated Agreement), or the Rules;
 - A petition is presented or a notice of resolution is given for the winding up of You or;
 - A petition is presented for the appointment of an Examiner or;
 - You become bankrupt or insolvent or enter into any arrangement or composition with creditors or takes or suffers any similar action in consequence of any debts;
 - A Receiver, Examiner or Liquidator or equivalent officer is appointed over all or any part of the property or undertaking of You;
 - The Transaction submitted by You in accordance with Clause 11 include a percentage of fraudulent or unauthorised Transactions which in Our reasonable opinion exceeds the percentage appropriate for Your business; or
 - Any other event of series of events whether related or not (including without limitation, any material adverse change in the business, assets or financial condition of You) occurs which in Our opinion affect the ability or willingness of You to comply with all or any of its obligations or meet any or all of its possible liabilities under this Agreement.

Such termination shall become effective upon notification to You by such means as We think fit. In any event this Agreement may be terminated by either party at any time by not less than 30 days written notice to the other. In any case, any termination shall not affect any obligations incurred prior to termination. On termination of this Agreement for any reason whatsoever this clause 8.1 and clauses 2.7, 2.8, 2.9, 2.11, 2.12, 2.14, 5, 7.2, 7.3, 7.4, 7.5, 9.1 and any other provisions contained in this Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of this Agreement shall survive and continue in full force and effect.

- 8.2 In the event of You committing a breach of any of the terms of this Agreement We may forthwith terminate Your rights under all Parts of this Agreement, such termination becoming effective upon notification to You by such means as We think fit. In any case, termination shall not affect obligations incurred prior to such termination.
- 8.3 This Agreement is not assignable by You. If You are an individual it shall be binding upon Your personal representatives. For the avoidance of doubt, We may assign or otherwise transfer, either wholly or in part, any of Our rights, benefits of or obligations under this Agreement to a subsidiary company or associated company without the prior consent of You.
- 8.4 If any term of this Agreement not being of a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.
- 8.5 Immediately upon the Agreement being terminated under Clause 8.1 or if this Agreement is terminated by You and accepted by Us. You shall pay to Us a sum equal to the aggregate of:
- All arrears of Charges and all other amounts due under this Agreement; and
 - Damages for any breach of this Agreement and all expenses and costs incurred by Us enforcing our rights under this Agreement.
- 8.6 If disconnection from the TaxiPay Service occurs by reason of payment default We may charge a reasonable fee for any subsequent reconnection of the Service.
- 8.7 Within 30 (thirty) days of the termination of this Agreement (howsoever and by whomsoever occasioned) You must provide a written confirmation signed by Your duly authorised signatory that all Product and Services have been removed from your possession.
- 8.8 We accept no responsibility for the discontinuation of the TaxiPay Service due to circumstances We can not reasonably control.

9 Miscellaneous

- 9.1 You acknowledge and agree that it is Your responsibility to effect Public Liability Insurance on Your own behalf in respect of those matters for which the indemnity set out in Clause 5.1 above is given and agree that You will arrange for its Underwriters and/or Insurers to renounce their rights of recourse (if any) against Us and verify the existence of such Public Liability Insurance to Us on request.
- 9.2 You must tell Us of any change in your address or bank details and provide Us with any information (including relating to your financial position) that We may reasonably require in connection with You or the Products and Services provided under this Agreement.
- 9.3 This Agreement shall be governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts
- 9.4 All sums payable under this Agreement shall be paid together with the addition of such value added tax as is legally payable thereon
- 9.5 Nothing in this Agreement affects the statutory rights of a consumer and We do not exclude or restrict liability for death or personal injury resulting from Our negligence or that of Our employees. All statutory or other expenses, implied or collateral terms, conditions and warranties are excluded so far as permissible by law.
- 9.6 If either party sends notices to the other, it shall be in writing and sent to the address set out on the Order Form (or such other addresses notified in writing) by first class pre-paid post and shall be deemed served 48 hours after posting.