

**GOLD BAND TAXIS CHRISTCHURCH SOCIETY LIMITED (“Gold Band”)
MOBILE APPLICATION (“Gold Band Taxi App”)**

TERMS AND CONDITIONS

1. Application

- 1.1 These terms and conditions apply to the use of the services offered by Gold Band through the application software downloaded and installed by you on your mobile device (the “Gold Band Taxi App”). By downloading and using the Gold Band Taxi App you agree to be bound by these terms and conditions including but not limited to clause 3 (regarding payment for Taxi Services). If you do not agree to these terms and conditions then you must immediately stop using the Gold Band Taxi App.
- 1.2 The Gold Band Taxi App enables users to request certain Taxi Services using their internet-enabled mobile device, subject to the availability at the location provided by the user (the Taxi Service). The Gold Band Taxi App also enables users to track their own journey and share their journey with another user who has also downloaded the Gold Band Taxi App to their own mobile device.
- 1.3 In the event that Gold Band cannot deliver the Taxi Service to the user it may at its own discretion redirect the users request to an alternative Taxi Company to provide the Taxi Service.
- 1.4 In the event that Gold Band is not the provider of the Taxi Service then it accepts no liability or responsibility for the actions or inactions of the individual taxi companies and drivers that provide those Taxi Services (and the pre-payment options of the Gold Band Taxi App do not apply).

2. Getting Started

- 2.1 In order to download and use the Gold Band Taxi App you must have an internet-enabled eligible mobile device.
- 2.2 The download and use of the Gold Band Taxi App is free of charge to the user subject to the user being responsible for all costs associated with the internet-enabled mobile device.
- 2.3 You may download and use the Gold Band Taxi App without registering as an account holder however in order to utilise the payment (and other) functions of the Gold Band Taxi App you must register as an account holder when you first download the Gold Band Taxi App or at any subsequent time.
- 2.4 When you register as a Gold Band Taxi App Account holder you will be required to provide personal information including your name, mobile telephone number, and, if applicable, your preferred payment method, if you elect to include a payment method you authorise Gold Band Taxi App to debit your preferred payment method with any applicable fares and surcharges charged by the Gold Band Taxi Driver (and not any other company if clause 1.3 applies) for the provision of Taxi Services that you utilise in connection with the Gold Band Taxi App.
- 2.5 Your preferred payment method may include any approved debit or credit card acceptable to Gold Band Taxi App.
- 2.6 If your preferred payment method is an approved debit or credit card then a preauthorisation charge may be made by Gold Band on your card when you sign up for a Gold Band Taxi App Account or make a booking using the Gold Band Taxi App. We employ the practice of preauthorising users’ debit or credit cards to better protect our users against potential fraud that may result from unauthorised card usage. The

pre authorisation will only be debited from your card if you fail to pay the actual fare and surcharges for Taxi Services provided to you. The preauthorisation charge will usually be a nominal amount but may be a reasonable estimate of the Taxi Services that you have booked.

- 2.7 As a Gold Band Taxi App Account Holder you warrant that all information and details provided by you to Gold Band are true and correct and up to date at all times. Gold Band accepts no responsibility or liability for the accuracy of, or failure to transmit information requested via the Gold Band Taxi App. You can update or correct your details at any time via the Gold Band Taxi App. Gold Band is entitled to verify the information that you provide in connection with your Gold Band Taxi App at any time.
- 2.8 Your registration as a Gold Band Taxi App Account holder (including registration of your payment method) is subject to approval by Gold Band and may be withdrawn at any time at Gold Band's discretion.
- 2.9 When you register as a Gold Band Tax App Account holder you will be required to select a secure password which will be required to access your Gold Band Taxi App Account. You must keep your secure password confidential at all times.

3. Payment.

- 3.1 You will be required to make payment in full direct to the Driver of each Taxi Service requested using the Gold Band Taxi App. At the commencement of your Taxi Service you will be provided the option to pay using cash, credit card or debit card.
- 3.2 If you wish to make payment using your Gold Band Taxi App account you will be provided this option at the time of booking your Taxi Service.
- 3.2 Surcharges on debit and credit cards are payable by the user direct to the Driver.

4. Conditions of Use.

- 4.1 You are responsible for all use including where charges are incurred by you using the Gold Band Taxi App. Gold Band has no responsibility to verify any instruction made through your Gold Band Taxi App.
- 4.2 Without limiting the above, we recommend that you notify Gold Band if your mobile device has been lost or stolen or there has been unauthorised access to your Gold Band Taxi App. Gold Band will terminate or suspend your Gold Band Taxi App subscription as soon as reasonably practicable following any such notification.
- 4.3 You acknowledge that you are aware of and accept the risk specifically associated with any breach of the security environment relating to the Gold Band Taxi App (including, without limitation, the risk that a third party may gain access to your personal information which is confidential).
- 4.4 You further agree that:
 - (a) you will provide true, current and complete information in your dealings with Gold Band (including when setting up your subscription) and must promptly update that information as required so that the information remains true, current and complete.
 - (b) you will not share or permit any other person to use your Gold Band Taxi App Account and will immediately notify us upon becoming aware of any unauthorised use or disclosure of your Gold Band Taxi App Account details.

- (c) you will not use the Gold Band Taxi App for any unlawful purpose or in any way that interrupts, impairs, damages or renders the Gold Band Taxi App less efficient;
 - (d) you will not act in a way, or use or introduce any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature that in any way compromises or may compromise the Gold Band Taxi App or otherwise attempt to damage or interfere with the Gold Band Taxi App.
 - (e) you will not do anything Gold Band Taxi App reasonably considers to be disreputable or capable of damaging its reputation or the Taxi Services offered.
 - (f) you will comply with all applicable New Zealand law.
 - (g) you will treat all Drivers with respect and you will not cause damage to their taxi or engage in any unlawful, harassing, abusive behaviour or activity whilst using their taxi or the Taxi Service.
 - (h) you will comply with any additional terms and conditions relating to the Gold Band Taxi App updated from time to time.
 - (i) you may incur and are solely responsible for charges from your mobile telephone network operator for downloading and using the Gold Band Taxi App.
- 4.5 You will indemnify Gold Band against any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Gold Band by any other person as a result of unauthorised access to your Gold Band Taxi App and/or your breach of these terms and conditions.

5. Intellectual Property

- 5.1 Gold Band is in the process of obtaining a licence to use all copyright, trademarks and other intellectual property rights in connection with the Gold Band Taxi App.
- 5.2 Other than the right to use the Gold Band Taxi App in accordance with these terms and conditions, Gold Band retains the sole right of ownership over and in respect of the Gold Band Taxi App and in particular, but not limited to, the safetrack feature of the Gold Band Taxi App.

6. Termination

- 6.1 As a Gold Band Taxi App subscriber you may terminate your registration with the Gold Band Taxi App at any time by permanent deletion of the Gold Band Taxi App from your mobile device.
- 6.2 Gold Band reserves the right to change, suspend, restrict access to, or immediately terminate the Gold Band Taxi App or any function of the Gold Band Taxi App or your specific use, with or without cause or notice at any time and without liability including, but not limited to, for the purposes of periodic maintenance.
- 6.3 All provisions of the terms and conditions that by their nature should survive termination shall do so and without limitation this shall include all ownership provisions, indemnities and limitations of liability.

7. Limitation of liability

- 7.1 To the extent permitted by law the provisions of the Consumer Guarantees Act 1993 shall not apply where you use the Gold Band Taxi App for business purposes and all other warranties and conditions whether express, implied or statutory with respect to the Gold Band Taxi App and the provision of the Taxi Services are excluded. To the extent that our liability cannot be excluded but can be limited our liability is limited to NZ\$100.00.
- 7.2 To the extent permitted by law in no event shall Gold Band or its directors, shareholders, employees, agents, partners or any other party involved in creating producing or delivering the Gold Band Taxi App (Representatives) be liable under contract, tort (including negligence) or otherwise under or in connection with these terms and conditions and or your use of or inability to use the Gold Band Taxi App including without limitation for any loss or damage which you may suffer as a result of:
- (a) any bugs, viruses, trojans, or the like (regardless of the source of origin);
 - (b) the actions or inactions of other Gold Band Taxi App users or drivers;
 - (c) suspension or loss of access to the Gold Band Taxi App or any function; and/or
 - (d) the unauthorised use of your Gold Band Taxi App Account.
- 7.3 To the maximum extent permitted by law and only to the extent clauses 7.1 and 7.2 do not apply, our total liability to you under or in connection with these terms and conditions, or in connection with the Gold Band Taxi App, or your access or use of (or inability to access or use) the Gold Band Taxi App is limited to NZ\$100.00.
- 7.4 You acknowledge that the Gold Band Taxi App is provided at no charge and accordingly the exclusions of liability set out in this clause are fair and reasonable.

8. Collection and use of information.

Gold Band refers you to its detailed Privacy Policy. Please read this as by using the Gold Band Taxi App you are agreeing to the contents of the Privacy Policy.

9. General

- 9.1 Gold Band may transfer its rights or obligations under these terms and conditions to another legal entity without your consent or any prior notice to you.
- 9.2 If any provision of these terms and conditions is found to be unenforceable or invalid that provision will be limited or deleted to the minimum extent necessary so that the terms and conditions will otherwise remain in full force and effect and enforceable. The failure of Gold Band to exercise in any respect any right provided for in these terms and conditions shall not be deemed a waiver of any further rights hereunder.
- 9.3 Gold Band may amend these terms and conditions from time to time by publishing an updated version on Gold Band's website www.goldbandtaxi.co.nz. Please check the terms published on Gold Band's website from time to time for changes. Your continued use of the Gold Band Taxi App following the posting of any changes to these terms and conditions on the Gold Band website indicates your acceptance of those changes.

- 9.4 These terms and conditions are governed by and construed in accordance with the laws of New Zealand and you submit to the exclusive jurisdiction of the Courts of New Zealand.