

TERMS AND CONDITIONS OF USE OF DIDI USER - TAXI

(hereinafter referred to as "**DiDi**" or the "**Company**"), is a company duly incorporated under the laws of Singapore with its registered office at **111 North Bridge Road #06-20 Peninsula Plaza Singapore (179098)**.

This application is hereinafter referred to as "**DiDi User - Taxi**". The User who accesses, browses or uses DiDi User - Taxi and DiDi's websites is hereinafter referred to as the "**User**".

DiDi, provides technology services to make available to Users a technological platform for information exchange and/or contact portal that enables and allows them to connect with User Taxi Drivers. DiDi, as a contact portal and/or provider of an information exchange technological DiDi Service, makes available to Users and Users functionalities and/or technological tools within the platform that seek to help/facilitate contact, as well as to improve such experience ("**DiDi Services**").

The Taxi Driver Users act as independent providers/providers of Transportation Services (the "Services provided by the Users" or "**Transportation Services**") and, as the case may be, warrant that they are licensed and/or authorized for such activity in compliance with the requirements applicable to them under local law. DiDi has no relationship, interference, operation or control over the Transportation Services provided by the Taxi User using the technological platform, nor any ownership thereof, nor any relationship with any local cab operating company that may be linked to the Taxi User.

The third party providers of the Transportation Service ("**Taxi User(s)**"), will interact with DiDi through the DiDi User - Taxi User application.

The Taxi User that connects with the User through Didi User - Taxi is hereinafter referred to as the "**Contacted or Connected Taxi User**".

The User acknowledges that the Company does not provide Transportation, mobility or logistics Services, and does not operate as a Transportation or mobility company, such Transportation Services being provided directly by the Contacted Taxi User, who is independent and does not act as an employee of the Company or any of its affiliated companies.

The User shall be subject to these *Terms and Conditions of Use of DiDi User - Taxi* (hereinafter referred to as the "**Terms and Conditions**").

Before using Didi User - Taxi, please read these Terms and Conditions carefully (especially the parts highlighted in bold).

Please note that the User may not use or have full access to DiDi Services until he/she has provided all required documents and information approved by Didi User - Taxi and DiDi, and agrees to be bound by these Terms and Conditions.

If the User continues to access and use the DiDi Services, the User shall be deemed to have read and accepted each and every term set forth herein and agreed that these Terms and

Conditions are legally binding on the User and the Company. The User shall observe these Terms and Conditions in good faith when using Didi User - Taxi.

These Terms and Conditions are applicable to all Users or persons using the Didi User - Taxi application, and are subject to modification at any time as a result of adjustments to DiDi's commercial policy.

The User must frequently visit this website and/or the Didi User - Taxi application to keep abreast of the terms in force. The notices, terms or other requirements expressly specified or incorporated into the website and/or Didi User - Taxi shall form an integral part of these Terms and Conditions. Certain portions of the Terms and Conditions may be superseded by more current legal notices, terms or requirements expressly notified, specified or posted on the website and/or Didi User - Taxi. The updated notices, terms or requirements will become effective upon posting or notification of such updates by the Company. By accepting these Terms and Conditions, it shall be understood that the User, by accessing and using the DiDi Services, has also carefully read and accepted said updated, substituted, referred to or notified terms.

If the User continues to use the Company's DiDi Services, the User shall be deemed to have accepted the updated Terms and Conditions.

These Terms and Conditions expressly supersede any prior agreement or arrangement that the Company may have entered into with the User for the purpose of using Didi User - Taxi and the DiDi Services.

DiDi reserves the right to seek remedies, including terminating these Terms and Conditions or any DiDi Service with respect to the User, or generally ceasing to offer or denying access to the DiDi Services or any part thereof, if DiDi considers that the User has incurred in any breach.

DiDi also reserves the right to refuse to provide DiDi Services to the User or to deny the User the use of DiDi Websites, services or applications without cause if the User does not agree with these Terms and Conditions.

1. User Registration

1.1. To use DiDi Services, the User must download Didi User - Taxi, install it on his/her mobile device and successfully complete the registration processes. When registering, the User must ensure that all information provided is accurate, complete and valid.

1.2. The User acknowledges and agrees that once the User is a registered user of Didi User - Taxi, the User's service account with the Company shall be opened by default. The default account and password shall be the account and password of the User's Didi User - Taxi account.

1.3. The User and any person using DiDi's Services must be 18 years of age or the age of majority fixed in the jurisdiction of the User (in case of being older than 18 years) or have full capacity to execute a contract in accordance with the applicable regulation. In the event

that any person authorized by the User to receive the Transportation Services provided by the Taxi Users does not have full capacity to execute a contract or is a person with limited capacity to execute contracts, such person shall be accompanied by the User, and the User shall assume any liability and consequences arising out of or related to these Terms and Conditions. The User shall not assign or transfer in any way the account linked to his/her name, created for the use of the Company's DiDi Services, to any natural or legal person.

2. *Services*

2.1 DiDi Services are provided to the User through Didi User - Taxi. The User may choose and use DiDi Services through Didi User - Taxi, downloaded and installed on the User's mobile device.

2.2 The User who accesses by browsing or using DiDi User - Taxi and DiDi's websites may use DiDi's Services through *big data* analysis. The Company is not involved in, nor is it in any way responsible for, the transportation Services relationship between the Taxi User and the User nor for the relationship between the Taxi User and the cab operating company, or any other company to which it is related, associated or affiliated in any way entrusted with the provision of the transportation Service under applicable law. Through DiDi Services, Connected Users may request and enjoy a Transportation Service provided by independent Taxi Users who obtain information on the requests through DiDi User - Taxi. Through DiDi User - Taxi, Taxi Users and/or Users may enjoy DiDi Services, including if available, but not limited to, obtaining information from Connected Users' requests, obtaining help tools, geolocation, payments from Users on their behalf which will be received by the Taxi User through DiDi User - Taxi.

2.3 DiDi makes available to Users and User Taxi Drivers, different initiatives and/or activities within the platform's customer loyalty program, that is, Users and/or User Taxi Drivers, which seeks to reward and recognize the preference in the use of the platform. The Loyalty program may allow both Users and User Taxi Drivers to access promotional activities, coupons redeemable in requests through the platform, prizes, subscriptions, functionalities or special conditions of use of the platform, among other activities, as determined by DiDi, in compliance with specific conditions that will be communicated in accordance with the terms and conditions of each activity. The initiatives and/or activities of the loyalty program are independent of the Solution and seek to encourage and reward the use of DiDi's technology services.

2.4 Cab Users using DiDi Services will provide the Connected Users with offline Taxi Transportation Services, which may be requested by the User by contacting and/or connecting through DiDi User - Taxi. Prior to connecting with a User the User may be in a contact waiting period, during which the Company will provide the User with information. Pursuant to the interaction of offline and online information in real time and the effective matching of offline resources through *Big Data* analysis, DiDi User - Taxi will send the information of the most suitable User to connect with the User. DiDi Services between the User and the Company start from the contact waiting period and once the Taxi User accepts the request made by the User through DiDi and will end when the Connected User is reported/recorded as getting off the vehicle (hereinafter referred to as the "**Platform Usage Period**").

2.5 The User acknowledges that the Company does not provide Transportation, logistics or courier Services and that the User's ability to obtain Transportation, mobility and/or logistics Services through the use of DiDi Services does not constitute the Company as a provider of Transportation, logistics or courier Services or as a mobility operator.

2.6 Unless otherwise agreed by the Company in an additional written agreement with the User, DiDi Services are available solely for the User's personal, non-commercial use.

2.7 To use the Didi Services, the User must provide the Company with certain personal information. The User agrees to keep the personal information required by Didi User - Taxi accurate, complete and updated. Failure to maintain such information as described above may affect access to and use of DiDi Services.

3. *Use of Services*

3.1. DiDi will use reasonable efforts to provide the DiDi Services to the User subject to the availability of Taxi Users using the Platform at the time and place the User makes the request.

3.2. DiDi shall not be liable for Transportation Services provided independently by Taxi Users, nor for any loss or damage when a User requests a Contacted Taxi User to transport items only, without the User riding in the vehicle.

3.3. The User agrees not to use DiDi's Services to contact Taxi Driver Users to contract the Transportation Services with dangerous items, which are prohibited or deemed inappropriate by any applicable law, rule or regulation; otherwise, the contacted Taxi Driver User shall have the right to refuse to provide the Transportation Service and the User shall assume any consequences and liability resulting from transporting such items.

3.4. The User shall not behave in an uncivilized manner, nor contrary to morality or public order (including smoking, drinking alcohol, or other conduct) when using DiDi Services and during the Transportation Service performed by the Contacted Taxi User.

3.5. The User shall not request or cause the Contacted Taxi User(s) to perform any act in violation of any traffic regulation or other applicable law or regulation. In the event of an administrative penalty, injury, traffic accident, damage to the vehicle or other loss resulting from such prohibited acts by the User, the User shall indemnify the party who suffered the loss(s).

3.6. The User shall not process, publish or disclose personal information of any other User or Taxi User accessed while using the DiDi Services to any person for any purpose whatsoever, except for the purposes of the DiDi Service.

- 3.7. User shall be responsible for all activities that occur under User's service account, and agrees to maintain the security and confidentiality of User's account username and password at all times. Unless otherwise permitted by Company in writing, User may only have one service account.
- 3.8. By using DiDi's Services, the User agrees that the Company may contact the User by any means of contact that the User has granted, or granted on behalf of any other person, in connection with the User's service account, including for commercial purposes.
- 3.9. The User shall use DiDi's Services only for personal use and may not access them to obtain commercial or business intelligence for his/her own benefit or that of third parties.
- 3.10. The collection and use of personal information in connection with the DiDi Services is described in the Didi User - Taxi Privacy Policy, which is an integral part of these Terms and Conditions.
- 3.11. The User agrees and acknowledges that there is no relationship of subordination or employment between the Contacted Taxi User, or any person or entity managing the activities of the Contacted Taxi User and DiDi or any of its affiliates, derived from any of the activities performed by the Contacted Taxi User, to which these Terms and Conditions and any of the labor, social security and tax laws and regulations of Colombia apply.**
- 3.12. The User acknowledges that any individual or entity managing or related to the activities performed by the Contacted Taxi User is not employed by, under a subordinate relationship to, or under the control of DiDi.**

4. *Obligations and Warranties*

- 4.1 The User guarantees that the information provided to DiDi will be true, accurate and complete. In connection with DiDi's Services, DiDi reserves the right to verify the User's information.
- 4.2 By using DiDi's Services, the User also agrees to the following:
- a. The User shall use the Didi Services for personal use only and shall not resell the Didi Services to any third party;
 - b. the User shall not use the Didi Services for any unlawful purpose, including without limitation, transmitting or storing illegal materials or for fraudulent purposes;
 - c. the User shall not use the Didi Services to harass, hinder or inconvenience others.
 - d. the User will not affect the normal operation of the network;
 - e. the User shall not attempt to damage Didi's Services;
 - f. the User shall provide identification documentation as reasonably requested by DiDi;
 - g. the User shall make all payments for DiDi Services if applicable; and
 - h. the User shall comply with all applicable laws of the country/region, province and/or city where Didi is used.

- 4.3 It is the User's obligation to keep all hardware or software on the mobile device up to date to support the current Didi User - Taxi requirements. The Company shall not be liable for any problems that may arise when the User does not use the most recent and updated version of Didi User - Taxi, and/or uses Didi User - Taxi on any mobile device that does not comply with the relevant current Didi User - Taxi requirements. The User agrees that the Company may update the software and hardware requirements of the Didi User - Taxi cell phone from time to time.

5. *Payment*

- 5.1 The charges to the User corresponding to the price of the Transportation Services received from the Contacted Taxi User. The prices for such Transportation Services provided by the Contacted Taxi User are those set in accordance with local laws and authorities. These prices for Transportation Services may change from time to time. If applicable, advance payment of gratuity is voluntary in all cases.
- 5.2 The User and likewise the User understand, acknowledge and declare that they do NOT use the DiDi Platform to estimate their fees, price, cost, value or rate, as applicable, charged to Users for the Provision of Transportation Services, which shall be subject to the parameters defined by the laws and/or regulations applicable to the Taxi Driver User for the provision of their services.
- 5.3 **The Member Taxi Driver shall pay DiDi's fees for the use of DiDi Services, which are published in DiDi Conductor and may be updated from time to time. Payment of DiDi's fees by Members may NOT be passed on to Users by Members, nor may they be charged to increase, modify or vary the price payable by the User to the Member for the transportation Services provided. Under no circumstances does DiDi provide Transportation Services or charge fees for such services. The Transportation Services shall be provided exclusively by the Taxi User, who shall be responsible for the provision of the service and for the payment of the taxes generated as a consequence of the provision thereof, as well as for the fulfillment of any and all requirements and obligations under applicable law.**
- 5.4 The terms and conditions of the Transportation Service provided by the Taxi User, including the value, price or rate, as the case may be, shall be subject to, calculated and/or fixed in accordance with the parameters, values, ceilings, rates, guidelines that correspond or are determined by the applicable local legislation, without prejudice that they may be agreed upon exclusively by the Taxi User with each User, in all those cases in which the applicable legislation so allows.
- 5.5 After the User has received the Transportation Services, DiDi Services may present the option to facilitate its payment as a collection agent on behalf of the Contacted Taxi User. Payment made by the User for the Transportation Services through DiDi Services shall be deemed to be payment made directly to the Contacted Taxi User for the Transportation Services. Therefore, DiDi shall only act as a collection agent on behalf of the Contacted Taxi User.

- 5.6 The User shall immediately pay the full charge for the order submitted by Didi User - Taxi. If there is any overdue charge, the Company shall be entitled to refuse to provide Didi Services to the User.
- 5.7 The User may pay using Didi User - Taxi through its electronic payment account and online banking payment systems. The processing of payments shall be subject to these Terms and Conditions and the terms and policies of the electronic payment service providers and credit/debit card issuing banks. DiDi shall not be liable for any errors made by electronic payment service providers or banks. DiDi will obtain details of specific transactions related to the use of DiDi Services by the User. DiDi will strictly comply with applicable laws and regulations and Company policies when using such information.
- 5.8 Once the User has made the corresponding payment, DiDi may issue a summary of the fees charged to the User, as a proof of payment, which shall not be considered an invoice for tax purposes.
- 5.9 The User will be able to manage their requests and use of the platform. The User will be able to check the status of his request in Didi User - Taxi.
- 5.10 The User shall verify the amount actually paid to the Taxi User immediately after completing each Request. If the User has any objection as to the amount of the payment, he/she shall indicate this to the Taxi User without prejudice that he/she may contact DiDi immediately.
- 5.11 Telecommunications services and related charges incurred for the use of Didi User - Taxi are provided by telecommunications operators and not by DiDi.

6. *Indemnification*

- 6.1 By using DiDi's Didi User - Taxi Services, the User agrees to indemnify DiDi for any and all claims, costs, compensation, losses, debts and expenses, including without limitation, attorneys' fees and court costs and expenses, arising out of or related to the following events:
- a. the User breaches or violates any term of these Terms and Conditions or any applicable law or regulation (whether or not referred to in this instrument);
 - b. the User infringes any rights of any third party;
 - c. the User abuses Didi User - Taxi or the Transportation Services provided by Taxi Users using the platform;
 - d. the User causes damage to the vehicle or its internal equipment, or to the Contacted Taxi User due to gross negligence or willful misconduct.
 - e. attempts or incurs in any fraudulent act or act that attempts against the security, integrity, honor, good name or interests of other Users, Taxi Users, DiDi and/or third parties, or in any way attempts against them or threatens them.
(hereinafter referred to as an "**Improper Act**").

6.2. If the User commits a Wrongful Act while using DiDi Services, the User shall be deemed to have breached these Terms and Conditions, regardless of whether or not a complaint has been filed, and the Company shall be entitled to terminate, suspend and/or cancel the User's account, as the case may require, without prejudice to any other legal actions that may be applicable. The Company shall be entitled to require the User to pay full compensation for the loss caused by virtue of the Wrongful Act.

6.3. If the User breaches any commitment it has entered into with DiDi or its affiliates, the Company may, at its sole discretion, terminate these Terms and Conditions with the Taxi User as the case may require.

6.4. The User undertakes to indemnify the Company, its related entities and the Company's officers, directors and employees immediately upon demand, for all claims, liabilities, damages, costs and expenses, including attorneys' fees, arising from any breach of these Terms and Conditions entered into by the User and DiDi or any other liabilities arising from the use of DiDi User - Taxi by the User.

6.5. Any conduct to obtain economic incentives or other benefits through any form of deceptive behavior or resale may violate applicable laws and regulations, and the Company will severely oppose such conduct in accordance with applicable laws and regulations. The User shall bear the responsibilities for such deceptive or fraudulent conduct, and such conduct is considered a breach of these Terms and Conditions. In addition, the Company reserves the right to exercise the relevant actions or any rights under these Terms and Conditions and that according to the applicable regulation are granted.

6.6. A breach of these Terms and Conditions may result in the following actions:

- a. Issuance of a warning
- b. Disclosure of relevant information to the authorities;
- c. Immediate, temporary or permanent suspension and/or withdrawal of the account
- d. Bring legal actions and claims against the User to obtain reimbursement of all costs on an indemnity basis (including, without limitation, reasonable administrative and attorney's fees) resulting from the breach; or
- e. Additional legal actions against the User.

7. *Local Regulatory Restrictions*

Didi User - Taxi does not inure or direct any person to access Didi User - Taxi in any jurisdiction in which (by reason of nationality, residence or otherwise) access to or availability of Didi User - Taxi is prohibited or is subject to any restrictions, including registration or other requirements within such jurisdiction. DiDi reserves the right to limit access to Didi User - Taxi to any such person. Any person accessing Didi User - Taxi in any jurisdiction does so on his or her own initiative and is responsible for compliance with applicable local laws and regulations. DiDi shall not be liable to any User for any loss or damage whatsoever, whether in contract, tort (including negligence), breach of duty at law or otherwise, even if foreseeable, arising out of or in connection with use by a person in a jurisdiction where access to or availability of Didi User - Taxi is prohibited or subject to any restriction. In case of doubt, the User should obtain independent legal advice.

8. *Absence of Warranties*

8.1 Didi User - Taxi is provided on an "as is" basis. No warranty is given, either express or implied, with respect to Didi User-Taxi and the material published on Didi User-Taxi, including, without limitation, its content.

8.2 Except as expressly set forth in these Terms and Conditions, all warranties, conditions and representations, express or implied by law or otherwise made by DiDi (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded where permitted by law.

9. *Limitation of DiDi's Liability*

9.1 The information provided and the DiDi Services recommended to the User on the DiDi or Didi User-Taxi websites are for the User's reference only. DiDi will use reasonable efforts to ensure the accuracy of such information, provided that DiDi does not warrant that such information is free of any errors, defects, malicious software or viruses.

9.2 DiDi shall not be liable for any damages whatsoever resulting from the use of (or any inability to use) the DiDi or Didi User-Taxi websites. Likewise, DiDi shall not be liable for any damages resulting from the use of (or any inability to use) the electronic communication tools of the DiDi or Didi User-Taxi websites, including, without limitation, damages caused by transmission failures, Internet malfunction or delay in electronic communications, interception or manipulation of electronic communications by a third party or computer programs used for electronic communication and transmission of viruses, power failures, strikes or other labor disputes, riots, insurrections, revolts, earthquakes, fires, floods, storms, floods, storms, floods, floods, floods, strikes or other labor disputes, riots, insurrections, revolts; earthquakes, fires, floods, storms, explosions, wars; acts of government, orders of judicial or administrative authorities or any other force majeure or omission of third parties.

9.3 DiDi shall not be liable for any indirect, consequential, special, exemplary, punitive, moral or incidental damages, including lost profits, lost data, or property damage related to or otherwise resulting from any use of the DiDi Services, regardless of the negligence (whether active, affirmative, sole or concurrent) of DiDi, even if DiDi has been advised of the possibility of such damages.

9.4 DiDi assumes no responsibility for the accuracy, completeness, adequacy and reliability of the information and content included on Didi User - Taxi or on DiDi's websites, including without limitation text, images, data, opinions, web pages or links, despite its efforts to provide accurate and comprehensive information to the extent possible. DiDi disclaims any liability for any errors or omissions and makes no express or implied warranties whatsoever.

9.5 The User understands and acknowledges that when requesting DiDi Services on Didi User - Taxi, the Company processes a large amount of information on the internal server based on such request and provides information about available Taxi Users to the User's mobile device, after which the successfully linked Taxi User provides offline Transportation Services to the User.

- 9.6 In no event shall the Company's total liability to the User, in connection with the DiDi Services, for all damages, losses and actions, exceed the equivalent of five hundred United States Dollars (USD 500) unless required by law.

10. ***Authorization and License***

- 10.1 Subject to the User's compliance with these Terms and Conditions, DiDi grants the User a limited, non-exclusive, non-transferable license to download and install one copy of the Applications on a single mobile device owned or controlled by the User to use such copy of the Applications solely for the User's own personal use.

- 10.2 The User shall not: (1) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available the services or applications to any third party in any way; (2) modify or create derivative works based on the DiDi Services or the applications; (3) create Internet "links" to the DiDi Services, or "frame" or "mirror" any application on any other server or wireless or Internet-based device; (4) reverse engineer or access the applications in order to design or create a competing product or service, design or create a product using ideas or graphics similar to the DiDi Services or the applications, design or create a product using ideas or graphics similar to the DiDi Services or the applications, or design or create a product using ideas or graphics similar to the DiDi Services or the applications; (4) reverse engineer or access the applications in order to design or create a competing product or service, design or create a product using ideas or graphics similar to the DiDi Services or the applications, or copy any ideas, features, functions or graphics from the DiDi Services or the applications; or (5) launch an automated program or script, or any program that may make multiple requests to servers per second, or that unduly hinders or obstructs the operation and/or performance of the DiDi Services or the applications.

- 10.3 In addition, User shall not: (1) send spam or duplicative or unsolicited messages in violation of applicable laws; (2) send or store material that is infringing, obscene, threatening, defamatory or otherwise illegal or unlawful, including material that infringes the privacy rights of third parties; (3) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, its applications or DiDi's Services or data contained therein; nor (5) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of the DiDi Websites, its applications or the DiDi Services or the data contained therein; nor (5) attempt to gain unauthorized access to the DiDi Websites, its applications, the DiDi Services or related systems or networks.

- 10.4 DiDi shall be entitled to investigate and exercise all actions and rights granted to it by law and these Terms and Conditions in the event of any breach of the aforementioned obligations. DiDi may participate in and assist law enforcement authorities in lawsuits against any User who has breached these Terms and Conditions. If DiDi determines that any content violates these Terms and Conditions or otherwise harms DiDi's websites, Didi

User - Taxi and/or DiDi's Services or related applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice.

11. Intellectual Property Policy

- 11.1 DiDi and its affiliated companies own the intellectual property rights to all content distributed on Didi User - Taxi, including, without limitation, the software provided and related products or services, and such intellectual property rights are protected by law. The absence of a statement of ownership in certain content does not imply that DiDi does not have ownership of such content or cannot enforce its rights therein and the User shall respect the legitimate rights and interests of the owner and shall use such content lawfully in accordance with applicable laws and regulations and the principle of good faith.
- 11.2 Without the written consent of DiDi, no person or entity shall use, copy, modify, excerpt from, include with other products for use or sale, link or transmit via hyper-link, store in an information retrieval system or use for any other commercial purpose any part of the software, of the products or services, information or words mentioned above in any form under any circumstances whatsoever, except for downloading or printing for personal non-commercial use, provided that no modification shall be made to the foregoing, and that the copyright or other proprietary notices contained therein shall be retained.
- 11.3 The trademarks and logos (hereinafter collectively referred to as "**Trademarks**") used and displayed in such software shall constitute the registered and unregistered Trademarks of DiDi and its affiliated companies, protected by law. No person shall use any content of such software, "DiDi", "DiDi Chuxing", "DiDi Hailing" and similar names, and the Trademarks in any manner whatsoever without the written consent of DiDi.
- 11.4 If the User prints, copies, downloads, modifies or links to any of the Content available through the Websites or the Apps in breach of these Terms and Conditions, the User's right to use the Company's Websites and the Apps may be immediately suspended and the User shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials made.

12. Third Party Services and Links

- 12.1 During the use of the relevant web pages and applications, DiDi may, from time to time, provide the User with links to websites owned and controlled by third parties, to facilitate the User's communication with, purchase of products or services or to participate in promotional activities offered by such third parties. By clicking on such links, the User will leave the DiDi or Didi User - Taxi website and visit websites hosted by such third parties that are beyond DiDi's control, and where such third parties have developed their own terms, conditions, privacy policies, which may apply to the User's use of third party services. Therefore, DiDi does not endorse the content and activities of such websites and DiDi shall not assume any obligation or responsibility in this regard. The User shall fully understand the content and activities of such websites and shall fully assume the legal responsibility and risks arising from the User's browsing or access to such websites.

13. Term

13.1 These Terms and Conditions between the User and DiDi shall have an indefinite term.

13.2 In cases where the Company determines or believes that the User has committed a Wrongful Act, the Company reserves the right to take such action as it deems appropriate immediately, including without limitation, terminating these Terms and Conditions with the User and ceasing to provide DiDi Services to the User, as the case may require. An Improper Act may result in the following actions:

a. The Company shall have the right to require reparation or indemnity from the responsible party in respect of any amount in excess of the amount of indemnity due under the law, as well as to take action against defaulting or infringing parties.

b. The User shall have the right to terminate the DiDi Services at any time by cancelling the User's User account at any time in accordance with the instructions posted on the DiDi websites. After such termination, the User will not be able to use Didi User - Taxi or the corresponding DiDi Services until the User re-registers and re-installs Didi User - Taxi successfully.

13.3 Even if DiDi terminates these Terms and Conditions, the User shall comply with its payment obligations and shall be liable for any damages or losses that may arise from such non-compliance.

13.4 Except as required by applicable law or as set forth in these Terms and Conditions, DiDi shall not be obligated to give advance notice of termination of these Terms and Conditions. Upon termination, DiDi will send the respective notice in accordance with these Terms and Conditions.

14. Force Majeure

In the event of force majeure, the affected party may temporarily suspend performance of its obligations hereunder until the effect of such force majeure ceases, and shall not be in breach of contract; provided, however, that such party shall use its best efforts to resolve such force majeure and mitigate losses. Force Majeure means any unforeseeable and unavoidable cause (even if foreseeable) beyond the control of the parties which prevents, affects or delays the performance by a party of all or any of its obligations hereunder. Such causes include, without limitation, earthquakes, war, changes in government, governmental laws, regulations and policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

15. General Provisions

15.1 If any provision of the Terms and Conditions (or part of any provision) is held by any court or competent authority to be invalid, illegal or unenforceable, such provision or part provision shall, to the extent necessary, be deemed severed and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

The Terms and Conditions constitute the entire agreement between the parties relating to their subject matter and supersede and extinguish all prior drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to their subject matter. In these Terms and Conditions, the words "including" and "include" mean "including, but not limited to".

15.2 DiDi may deliver a notice by posting a general notice on the DiDi website and/or Didi User - Taxi or by sending an email or text message to the email address or cell phone number registered in the User's account information. Notices, which may be published from time to time, shall constitute part of these Terms and Conditions.

15.3 The User shall not assign any of the rights under these Terms and Conditions without the prior written consent of DiDi.

16. Other Applicable Terms

These Terms and Conditions refer to the following additional terms, which shall also apply to the use of the Company's websites, content, products, DiDi Services and applications by the User, which, by using them, the User agrees to comply with:

- i. Didi User - Taxi's *Privacy Policy* sets out the terms under which personal data and other information collected or provided by the User shall be treated.

17. Applicable Law

17.1. These Terms and Conditions shall be governed by the applicable laws of Singapore.

17.2. In the event of a dispute related to DiDi Services, the User shall first seek resolution of disputes by referring the dispute to DiDi through Didi User - Taxi. DiDi will investigate the matter and use its best efforts to resolve the disputes upon receipt of the notification. If the Parties are unable to resolve the dispute in good faith, such dispute shall be resolved by arbitration in accordance with the terms set forth below.

17.3. Any dispute, claim or controversy arising out of or in connection with the breach, termination, interpretation, or validity of these Terms and Conditions or the use of the DiDi or Didi User - Taxi websites shall be submitted to, and finally settled by, an arbitration tribunal administered by the Centre for International Arbitration Singapore ("CAIS") **in accordance with the** CAIS Arbitration Rules in force, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties, except in respect of manifest error. The costs of the arbitrator shall be borne equally between the Parties or as directed by the arbitrator. User expressly and irrevocably waives submission of the dispute to courts or arbitral tribunals of any other jurisdiction.

18. Subsistence

Even if these Terms and Conditions are terminated or annulled, the provisions relating to

liability for User's breach, intellectual property, User's obligation of confidentiality, applicable laws and jurisdiction shall survive.