TERMS AND CONDITIONS OF USE OF DIDI USER- TAXI

DiDi Taxi Pte. Ltd. (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 person who accesses, browses or uses DiDi User - Taxi and/or DiDi websites, hereinafter referred to as the **"Taxi User"**.

The person accessing, browsing or using the DiDi User - Taxi application (hereinafter referred to as **"DiDi User - Taxi"**) or DiDi websites relating to DiDi User to coordinate the Services provided by Taxi Users is hereinafter referred to as **"User / Users"**.

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 Users. DiDi, as a contact portal and/or provider of a technological intermediation service for information exchange, 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 said experience (**"DiDi Services"**).

The Taxi User 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 Taxi operating company that may be linked to the Taxi User.

If applicable, the user who accesses, navigates or uses DiDi Fleet and DiDi's websites shall hereinafter be referred to as the **"Non-Taxi Taxi User or Administrator Taxi User"**, without prejudice to the specific denomination that may be applicable in the DiDi Fleet application, in the event of interacting with this application.

Non-Taxi Users will be able to connect with Taxi Users through the exchange of information between DiDi Fleet and DiDi User Taxi.

A Taxi User Taxi User that has been linked to a Non-Taxi User Taxi User shall hereinafter be referred to as a **"Linked Taxi User Taxi User"** or as otherwise referred to in the Fleet application if available.

All sections in these Terms and Conditions relating to DiDi Fleet, the Non-Taxi User and the Linked Taxi User shall only apply in the event that DiDi Fleet is made available and/or linked to this application.

The User who contacts the Taxi User through DiDi User - Taxi is hereinafter referred to as the **"Connected User or Contacted User"**.

The Taxi User shall be bound by these DiDi User - Taxi Terms and Conditions (hereinafter referred to as Terms and Conditions).

In accordance with the form of interaction between DiDi and the Taxi User Users, and the development and use of the DiDi Service, the Taxi User User declares that no direct or indirect employment relationship exists between him/her and DiDi, and that he/she is therefore not subordinate to the Company. Consequently, the laws and regulations applicable to labor relations shall not apply. The Taxi User Taxi User declares and represents that, if applicable, it is duly affiliated and associated with a Taxioperating company in accordance with applicable law and/or that it complies with any and all applicable regulatory requirements for the provision of transportation services to users. As a mere technology service provider, DiDi is not involved with the Transportation Service provided by the Taxidriver and/or the Taxioperating company. No Usership, employment or agency relationship of any kind exists between the Taxi User and DiDi, or with any third party, by virtue of these Terms and Conditions or the use of the DiDi Service.

By using the DiDi User - Taxi user account and password, the Taxi User will be able to access DiDi. However, the Taxi User will not be able to enjoy all DiDi technological services until all required documents and information are uploaded, approved by DiDi, and the Taxi User agrees to be bound by all Terms and Conditions of use of the DiDi technological platform.

Before using DiDi User - Taxi, please read these Terms and Conditions carefully (especially the parts highlighted in bold). Please note that the Taxi User will not be able to access and use DiDi Services until he/she provides all required information and documents, approved by DiDi User - Taxi and DiDi, and binds himself/herself according to these Terms and Conditions.

If the Taxi User chooses and uses the DiDi Services, the Taxi User shall be deemed to have read and accepted each and every term set forth herein and agrees that these Terms and Conditions are binding on the Taxi User and the Company. The Taxi User shall observe the following terms in good faith when using DiDi User - Taxi.

These Terms and Conditions are applicable to all users or browsers of DiDi User - Taxi, and are subject to modification at any time as a result of adjustments to commercial policies or for any other reason.

The Taxi User should frequently visit this website and/or the DiDi User - Taxi application to keep abreast of the terms in effect. Notices, terms or other requirements expressly specified or embedded in the website and/or DiDi User - Taxi shall form an integral part of these Terms and Conditions, certain parts of the terms may be superseded by the most current legal notices, terms or requirements expressly specified or embedded in the website and/or DiDi User - Taxi. By accepting the Terms and Conditions, the Taxi User agrees that it has also carefully read and accepted such superseded or referenced terms. If the Taxi User continues to use the DiDi Services, the Taxi User shall be deemed to have accepted the updated Terms and Conditions, otherwise, the Taxi User shall immediately cease using DiDi User - Taxi.

These Terms and Conditions expressly supersede any prior agreements or arrangements that the Company has entered into with the Taxi User for the use of DiDi User - - Taxi and the DiDi Services. DiDi may immediately terminate these Terms and Conditions or any services with respect to the Taxi User, or in general, may cease to offer or deny access to the DiDi Services to any party thereto, if DiDi considers that the Taxi User has incurred in any breach, misuse of the platform, fraudulent conduct and/or conduct contrary to the interests of Users, Taxi Users, Users, DiDi and/or third parties.

DiDi further reserves the right to refuse to provide the DiDi Services to the Taxi User or to deny the Taxi User the use of DiDi's websites, services or applications if the Taxi User does not agree to these Terms and Conditions.

1.   **Taxi User Taxi User Registration**

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

1.2.   The Taxi User acknowledges and agrees that once the Taxi User is a registered user of DiDi User - Taxi, the Taxi User's account will be opened by default. The default account and password will be the account and password for the Taxi User's DiDi User - - Taxi account.

1.3.   The Taxi User Taxi User must have full legal capacity to contract in accordance with applicable regulations. A person under 18 years of age may not be a Taxi User Taxi User.

1.4. The Taxi User shall comply with all applicable regulations, including but not limited to those related to the provision of the Taxi Transportation Service. This obligation applies during registration and while using the Platform. Otherwise the Taxi User shall refrain from using the DiDi Services to connect with Users.

2. **Services**

2.1. The User who accesses by browsing or using DiDi User - Taxi and DiDi websites may use DiDi Services through *big data* analysis. The Company does not participate in, nor is it responsible in any way for the relationship of transportation Services between the Taxi User and the User nor for the relationship between the Taxi User and the Taxi operating company, or any other company to which it is related, associated or affiliated in any way commissioned for 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 request information 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.

DiDi makes available to Users and User Taxi Users, different initiatives and/or activities within the platform's customer loyalty program, that is, Users and/or User Taxi Users, which seeks to reward and recognize the preference in the use of the platform. The Loyalty program may allow both Users and User Taxi Users 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 particular 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 from the Solution and seek to encourage and reward the use of DiDi's technology services.

Taxi Users using DiDi Services shall provide Connected Users with offline Taxi Transportation Services, which may be requested by the User contacting and/or connecting through DiDi User - Taxi. Prior to connecting with a User or after the Connected User disembarks from the vehicle, the Taxi User may be in a contact waiting period, during which the Company will provide information. Pursuant to the interaction of offline and online information in real time and effective offline resource matching through *Big Data* analysis, DiDi User - Taxi will send the information of the most suitable User to connect with the Taxi User. DiDi Services between the Taxi User and the Company start from the contact waiting period and once the Taxi User accepts the request made by the User via

DiDi and will end when the Connected User is reported/recorded to disembark the vehicle (hereinafter referred to as the "**Platform Usage Period**").

2.3. The Taxi User Taxi User or the Non-Taxi User Taxi User may upload to his account information related to the vehicles he has lawfully occupied or owned, and which he has registered with DiDi Fleet - Taxi (hereinafter referred to as the "**Registered Vehicle**"); the Non-Taxi User Taxi User may link to his account a Registered Vehicle with more than one Linked Taxi User Taxi User;

2.4. A Linked Taxi User Taxi User may link his account with more than one Registered Vehicle;

2.5. When a Linked Taxi User provides Transportation Services for a Contacted User through DiDi User - Taxi, the Linked Taxi User may only be linked with one vehicle.

2.6. **The Taxi User is not entitled and therefore shall not process, disseminate or disclose any personal information of the User or Non-Taxi User, which it has acquired Using the platform when providing the Transportation Services Using the platform to any person, except for the purposes of the DiDi Service.**

2.7. In order to use DiDi Services, the Taxi User shall submit to the Company certain personal information. The Taxi User undertakes to keep the personal information required by DiDi User - Taxi accurate, complete and up to date. Failure to comply with such obligation may prevent the Taxi User from accessing or using the DiDi Services.

2.8. Under no circumstances shall DiDi provide the Transportation Services or any related Taxi activity. The Transportation and Taxi Services shall be provided exclusively by the Taxi User, who shall be fully responsible for the provision of the Transportation and Taxi Services and for the payment and declaration of the taxes generated as a consequence of the provision of such services, as well as for the compliance with the applicable regulations. The Taxi User Taxi User declares that DiDi is not liable for any type of lawsuit, claim, procedure, action, fine or any other event related in any way to the provision of the Transportation Service, and in this sense, by installing the application and using DiDi, waives any type of claim, request, indemnification or payment derived from the aforementioned events. Consequently, it is the sole responsibility of the Taxi User Taxi User to

2.8.1. In accordance with the laws applicable to it for the provision of the transportation service, to attend to claims, requests for warranty, return, cancellation, retraction, reversal that are submitted by Users directly to the User or communicated through DiDi.

2.8.2. Arrange for the refund of monies directly or through DiDi as appropriate when requests for refund or cancellation are generated by the Users and are appropriate, whether presented directly to the User or communicated through DiDi. In the case of Claims submitted through the platform transferred to the User that are not immediately and expressly rejected by the User, the User hereby declares that they shall be understood to be resolved by the Taxi User in favor of the User, authorizing that, if applicable and possible, the amount collected in favor of the Taxi User be returned to the respective User.

2.8.3. In accordance with the laws applicable to the Taxi User Taxi User, to attend the claims of third parties on account of conducts attributable to it and which are presented directly to the Taxi User or communicated through DiDi, as the case may be.

2.6. The Taxi User User may contact Non-Driver Manager Users through matching, matching, search and/or linking tools available on the platform and/or through links with DiDi Fleet, if available.

3. *Agreements and Guarantees*
3.1. Taxi Users using the Platform to connect with Users, without prejudice to their independence and sole responsibility for the provision of Transportation Services represent that:

  a. comply with any mandatory requirements to be a qualified driver established by any applicable law or regulation;

b. have a good driving record;
c. speak Spanish as an average Spanish speaker;
d. will have a certificate of no criminal record;
e. will not have a history of risky driving;
f. shall not have a history of driving while intoxicated;
g. shall not have a history of drug addiction;
h. shall not have a history of diseases that may endanger the safety of the Taxi User Taxi User and the Users;
i. have not had a major traffic accident in the last 3 years;
j. understanding of foreign languages is a plus (for simple conversations);

All documents required from Taxi User Taxi Users at the time of registration must be valid and the Taxi User Taxi User must be of legal age (at least 18 years old).

The following diseases or acts could jeopardize the safety of the Users and the Taxi User in the event that the Taxi User decides to provide their Transportation Services, so they should refrain from using DiDi's services to contact/connect with Users, in case of:

a. Organic heart disease
b. Epilepsy
c. Meniere's syndrome
d. Vertigo
e. Hysteria
f. Parkinson's disease
g. Psychopathies
h. Dementia and diseases of the nervous system affecting the use of the limbs
i. Taking or injecting drugs, taking psychotropic drugs that create dependence for a prolonged period of time, becoming addicted and not quitting;
j. Other infectious diseases or illnesses that prevent safe driving (such as tuberculosis, mumps and other airborne or droplet-borne infectious diseases); and
k. Any other conditions provided for in national laws and regulations or local implementation measures

3.1. The Registered Vehicle with the Taxi User's account shall meet, at a minimum, the following standards in order to use DiDi Services:

a. the Taxi User Taxi User shall use DiDi's Services in good faith;
b. the Taxi User Taxi User shall use the DiDi Services only for personal use and shall not resell the same to any third party, nor shall the Taxi User Taxi User use the same to obtain commercial or business intelligence for his own or any third party's benefit;
c. the Taxi User Taxi User shall not use DiDi Services for illegal purposes;
d. the Taxi User Taxi User shall not use DiDi Services to harass or obstruct or harm any third party;
e. the Taxi User shall not use DiDi Services to affect the normal operation of the network;
f. the Taxi User will not attempt to damage DiDi's Services; and
g. the Taxi User shall comply with all applicable laws of the country/region, province and/or city in which the Taxi User uses DiDi Services.

4. Service and Cooperation Fee

4.1. The User understands, acknowledges and declares that it does NOT use the DiDi Platform to estimate its 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 User User for the provision of its services.

The Taxi User 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 Taxi Users may NOT be passed on to Users by Taxi Users, nor may they be charged to increase, modify or vary the price payable by the User to the Taxi User 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.

4.2. 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 to 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 permits.

4.3. The revenues corresponding to the Transportation Services provided by the Taxi User may be charged and collected in two ways, depending on the method of payment used by the User: (i) directly by the Taxi User, in events where the User has chosen the cash payment option and (ii) by DiDi on behalf of the Taxi User or by a third party designated by DiDi ("**Authorized Third Party**"), as the Taxi User's collection agent. Payment made by the User for the Transportation Services shall be deemed to be payment made directly to the Taxi User. The User expressly authorizes and grants mandate or representative capacity, according to the applicable legal figure, to DiDi and the Authorized Third Party to charge and collect the aforementioned revenues on its behalf.

Where applicable, the Taxi User expressly authorizes DiDi to retain the fees payable to DiDi for the provision of DiDi Services and those payable to the Authorized Third Party for its collection services, and to pay those on behalf of the Taxi User to the Authorized Third Party.

The User agrees that DiDi may, at its sole discretion, set the payment of Authorized Third Party fees on behalf of the User as a temporary incentive.

All taxes and withholding taxes caused as a consequence of the relationship between DiDi and/or the Taxi User with the Authorized Third Party, as well as the temporary incentive, shall be exclusively assumed and paid by the User.

The Taxi User Taxi User agrees that the Company may make compensation at its discretion for the aforementioned sums based on the Company's compensation standards, as issued from time to time.

DiDi shall not be responsible for the issuance of any document for tax purposes or invoice required by the applicable legislation or by the Users derived from the Services rendered by the Taxi User, nor shall DiDi be responsible for any error or failure in the delivery of the documents.

4.5. Although DiDi may provide Taxi User Users with the information necessary for the issuance of documents or invoices required by Users in accordance with applicable law, Taxi User User acknowledges that such provision may consist of the issuance of such vouchers or documents by DiDi, or any third party designated by DiDi for such purposes on behalf of and for the account of Taxi User User. DiDi shall not be responsible for the issuance of any vouchers or invoices required by Users for Services rendered by the Taxi User, and shall not be liable for any error or failure in the delivery of such documents. In this regard, neither DiDi nor any third party designated by DiDi for such purposes, for the benefit of the Taxi User, shall be liable for any error or failure in the issuance of any document that is required pursuant to applicable law.

4.5.1. Billing

The Taxi User agrees and acknowledges that during the Taxi User's registration process on DiDi's applications, it will provide the information necessary to determine the billing structure that will be applicable to the Taxi User, and the terms and conditions applicable, specifically in accordance with the tax law applicable to it. Taxi User is required to inform DiDi if it is liable for Sales Tax or Value Added Tax ("**VAT**"), as applicable, or if it does not qualify.

For such purposes, the Taxi User shall provide such information through DiDi's customer service channels.

From the moment the Taxi User notifies DiDi of its status as liable or not liable for VAT for purposes of becoming a Taxi User, as applicable, the Taxi User is obliged to immediately inform DiDi of any modification related to its liability for such tax, including the change from non-liable to liable for VAT, or vice versa.

Failure to report any change in VAT liability will render the Taxi User Taxi User, as applicable, liable for any taxes, fines, penalties, costs, expenses, interest or compensation that may be assessed or charged or imposed on DiDi by any authority or third party due to the change in the Taxi User's VAT liability.

4.6. Telecommunications services and related charges that may be incurred when using DiDi's services shall be provided and charged by the operators or providers of telecommunications services and not by DiDi.

4.7. In order to ensure the security, traceability and proper provision of DiDi Services, withholdings, discounts, offsets, suspensions, claims or requests for reimbursement of a portion or the totality of payments pending or received by the User, in cases of disputes, fraud, or a Wrongful Act on the amounts pending to be reconciled in favor of the User, may be made.

5. Service Guarantee

5.1. When the Taxi User using DiDi Services connects with a User and accepts an online request and provides the Transportation Services to the Connected User, the Taxi User shall be responsible for the quality of service and safe driving in accordance with the provisions of the Terms and Conditions and the laws applicable to it in its jurisdiction. DiDi shall have no liability whatsoever for the provision of the services of the Taxi User.

5.2. In the event that due to the fault of the Taxi User a third party (including the Users) suffers any damage or tort, the Taxi User shall cover the corresponding compensation. In the event that through the fault of the Taxi User any damage or tort is caused or any loss is caused to the Company as a result of a breach of these Terms and Conditions, the Company shall be entitled to claim compensation from the Taxi User.

5.3. The Taxi User Taxi User acknowledges that it uses DiDi Services and, therefore, there is no employment or subordinate relationship between the Taxi User Taxi User and DiDi or any of its affiliates, derived from any and all activities performed by the Taxi User Taxi User to which these Terms and Conditions are applicable, in accordance with the Law Applicable to these Terms and Conditions.

6. Liability of the Taxi User for Non-Compliance

6.1. The Taxi User using DiDi Services to contact Users shall provide the Transportation Services to the Connected User in accordance with the agreed service standards and applicable laws in the jurisdiction of the Taxi User. It shall be understood that the Taxi User does not provide the Transportation Services to the Connected Users in good faith and/or incurs in improper acts, in the event that it incurs in any of the following events:

a. the disclosure of any inaccurate or incomplete information
b. to leave the Connected User without terminating the provision of the Transportation Service;
c. intentionally deviate
d. illegally charging fees
e. retaliate against the Connected User who has complained about your quality of service or an unsatisfactory comment about your service.
f. attempts or incurs in any fraudulent act or act that attempts against the security, integrity, honor, good name or interests of Users, other Taxi Users, DiDi and/or third parties, or in any way attempts against them or threatens them.
(hereinafter improper acts)

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

6.3. After connecting with the User and accepting the request received through DiDi User - Taxi, the Taxi User shall not cancel the request, nor shall it incite or force the Connected User to cancel the request (hereinafter referred to as the "Cancellation after Accepting a Request"), unless the Connected User puts the Taxi User at risk, or the safety of the vehicle is not adequate to provide the Transportation Services or any other legitimate cause based on applicable laws or regulations in the Taxi User's jurisdiction. The Taxi User Taxi User agrees that and authorizes the Company to monitor the information related to the Cancellation after Accepting an Application, for the purpose of preventing misuse of the app, fraud and as a security measure. An illegitimate Cancellation after Accepting an Application will be understood as a breach of these Terms and Conditions.

6.4. If the Taxi 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.

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

6.6. If the Vehicle Registered to the Taxi User's account does not match the registered information, including, but not limited to false license plates, insurance policy that is required by law not valid or out of force, false vehicle make, the Taxi User shall pay DiDi a fine of USD150 and DiDi, in the meantime, shall be entitled to terminate the relationship with the Taxi User and cease to provide DiDi Services, temporarily or permanently for the Taxi User.

6.7. The Company shall have the right to collect from the responsible party any amount that exceeds the amount of the indemnity that corresponds according to law, as well as to take measures against the non-compliant or infringing parties, derived from the damages caused to DiDi.

7. Liability for deceit

Any conduct to obtain financial inducements 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 Taxi User shall assume

the liabilities 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 that may be granted under applicable regulations.

8. Suspension and Termination

8.1. The Company shall determine, in its sole discretion, whether a breach of these Terms and Conditions has occurred by virtue of the Taxi User's use of the DiDi Services. Where a breach of these Terms and Conditions has occurred, the Company may take such action as it deems appropriate.

8.2. 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 Taxi User's account prohibiting the use of DiDi User - Taxi.
d. Bring legal actions and claims against the Taxi 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 Taxi User Taxi User.

9. Local regulatory restrictions

DiDi does not intend to influence or direct persons to use DiDi User - Taxi in any jurisdiction in which (by reason of nationality, residence or otherwise) their activity or practice is prohibited or would be subject to any restrictions, including registration or other requirements within such jurisdiction, to act unlawfully. 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 Taxi User or 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 the use by a person in a jurisdiction where access to or availability of the DiDi Services is subject to any restriction. In case of doubt, the Taxi Taxi User should obtain independent legal advice.

10. Absence of guarantees

10.1. DiDi User - Taxi is provided on an "as is" basis and no warranty, either express or implied, is given with respect to DiDi User - Taxi.

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

11. DiDi's Limitation of Liability

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

DiDi shall not be liable for any damages resulting from the use of (or any inability to use) the DiDi or DiDi User - Taxi websites. Furthermore, 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 malfunctions or delays in electronic communications, interception or manipulation of electronic communications by a third party or computer programs used for electronic communication and virus transmission, power failure, 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 cause of force majeure or omission of third parties.

11.3. DiDi shall not be liable for indirect, moral, consequential, special, exemplary, punitive or incidental damages, including loss of profits, loss of data, or property damage related to or otherwise resulting from any use of 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.

11.4. 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 but not limited to 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.

12. Authorization and License

12.1. Subject to the Taxi User's compliance with these Terms and Conditions, DiDi grants the Taxi 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 Taxi User to use such copy of the Applications solely for the Taxi User's own personal use.

12.2. The Taxi User shall not: (1) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available the Intermediary 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 for the purpose of designing or creating a competitive product or Intermediary Service, design or create a product using ideas or ideas or accessing the applications, or design or create a product using ideas or ideas from the applications; (4) reverse engineer or access the applications in order to design or create a competing product or Intermediary 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.

12.3. In addition, the Taxi 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 unlawful 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) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (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 DiDi's websites, applications or DiDi Services or the data contained therein; nor (5) attempt to gain unauthorized access to DiDi's website, applications, DiDi Services or related systems or networks.

12.4. DiDi shall have the right to investigate and execute all actions and requests granted to DiDi by law and these Terms and Conditions in the event of breach of the obligations set forth above and to prosecute any of the aforementioned breaches to the fullest extent permitted by law. DiDi may participate and assist law enforcement authorities in lawsuits against any Taxi User who has breached these Terms and Conditions. If DiDi determines that any content violates these Terms and Conditions or otherwise harms the DiDi website, DiDi User - Taxi and/or related DiDi Services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice.

13. *Intellectual Property Policy*

13.1. DiDi and its affiliates 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 Taxi 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.

13.2. Without the written consent of DiDi, no natural or legal person shall use, copy, modify, make extracts 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.

13.3. The trademarks and logos (hereinafter collectively referred to as "Trademarks") used and displayed in such software whether registered or unregistered shall constitute the Trademarks of DiDi and its affiliates, which are 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 without the written consent of DiDi.

13.4. If the Taxi User prints, copies, downloads, modifies or links to any of the Content available through the Website or the App in breach of these Terms and Conditions, the Taxi User's right to use the Company's Websites and the App may be immediately suspended and the Taxi User shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials it has made.

14. *Third Party Services and Links*

14.1. During the use of the relevant web pages and applications, DiDi may, from time to time, provide the Taxi 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 Taxi User will leave the DiDi or DiDi User - Taxi website and visit websites hosted by such third parties that are outside of DiDi's control, and where such third parties have developed their own terms, conditions, privacy policies. Therefore, DiDi shall not be responsible for the content and activities of such websites and DiDi shall not assume any obligation in this regard. The Taxi User shall fully understand the content and activities of such websites and shall assume full legal responsibility and risk arising from the Taxi User's browsing or accessing such websites.

15. *Term*

15.1. These Terms and Conditions agreed upon by the Taxi User and DiDi shall have no fixed term.

15.2. If the Taxi User commits any of the following acts, DiDi shall be entitled to terminate these Terms and Conditions at any time with immediate effect (i.e. the Taxi User shall be prohibited from using DiDi User - Taxi and DiDi Services):

a. if the Taxi User Taxi User violates or breaches any term of these Terms and Conditions or the policies, regulations, manuals or similar documents issued by DiDi from time to time and posted on any of the Websites, or notified by any means to the Taxi User Taxi User;

b. at DiDi's sole discretion, if the Taxi User abuses DiDi User - Taxi, the DiDi Services or the DiDi Websites.

15.3. Even if DiDi terminates these Terms and Conditions, the Taxi User shall be liable for any loss or damage arising from such breach.

15.4. After termination, DiDi will send the respective notification in accordance with these Terms and Conditions.

16. *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 governmental laws, regulations and policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies .

17. *General Provisions*

17.1. If any term of these Terms and Conditions is declared null and void, the other terms shall survive and their enforceability shall not be affected, DiDi shall determine whether or not it will continue to comply with the other terms.

17.2. DiDi may give notice by posting a general notice on its 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 Taxi User's account information. Notices, which may be published from time to time, shall constitute part of these Terms and Conditions.

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

18. *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 Taxi User, which due to the use, the Taxi User is obliged to comply with:

i. DiDi User - Taxi's Privacy Policy which sets out the terms under which any personal data or information collected or provided by the Taxi User is processed.

19. *Applicable Law and Jurisdiction*

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

In the event of a dispute related to DiDi Services, the Taxi User will first seek resolution of disputes by referring the dispute to DiDi through DiDi User - Taxi. DiDi will investigate the matter and will use its best efforts to resolve the disputes upon receipt of notice. 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.

Any dispute, claim or controversy arising out of or in connection with the breach, termination, interpretation, validity or enforceability of these Terms and Conditions or the use of the DiDi or DiDi User - Taxi websites shall be brought to and finally resolved by the Centre for International Arbitration Singapore (**"CAIS"**) under the CAIS Arbitration Rules in force, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be one. The seat, or legal 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. The Taxi User expressly and irrevocably waives its right to submit the dispute to courts or arbitral tribunals of any other jurisdiction.

20. *Subsistence*

Even if these Terms and Conditions are terminated or annulled, the provisions relating to the Taxi User's liability for breach, the intellectual property clauses, the Taxi User's confidentiality obligation, applicable laws and jurisdiction shall survive.