

Terms of Service

TOTALTAXI offers services based on the following General Business Terms, service descriptions, and the price list. Deviating business terms are not applicable, even if TOTALTAXI doesn't contradict you explicitly. Deviating from these conditions requires an explicit recognition in written form provided by TOTALTAXI. The contract is to be realized only if it is approved by TOTALTAXI.

The Scope of Services

The scope of services is determined exclusively on the basis of a work order in written form or by phone, and produced by TOTALTAXI. The data included in the price lists and the similar information are obligatory only to the extent when the referential relationship is extracted from them. The transportation is managed according to the Law on Road Traffic and the Law on Passenger Transportation. The passengers must comply with the instructions provided by TOTALTAXI and those provided by TOTALTAXI drivers. If the passengers act contrary to these instructions, or represent a liability according to the Law on Road Traffic, or compromise the safety of the road traffic by endangering the driver, TOTALTAXI has the right to exclude them from transport. In this case, TOTALTAXI charges the total driving fee, including the fixed price per kilometer as well as all auxiliary and special services.

Transfer from the airport

It is necessary to notify TOTALTAXI about every change of the agreed takeover time. The damages due to unduly sent notices will be charged from the clients.

A TOTALTAXI driver is present at the agreed time of takeover at a specified meeting point on the airport terminal or on a location previously agreed upon in written form or orally. The driver will be holding a plate with the name or the company logo (an earlier or later preparedness is to be mentioned at the booking). During a takeover at the home address or a hotel, the waiting time can be up to 5 minutes without an extra charge. If after 15 minutes of waiting there would be no contact with the passenger or client, the driver should return without the passenger. In that case, the TOTALTAXI service is considered to be provided and the full driving fee is charged. Longer periods of waiting, as demanded by the client, are charged according to the valid price list.

If during a takeover at the airport the passenger decides for any reason not to accept the services of TOTALTAXI, the driver should return without the passenger. In that case, the TOTALTAXI service is considered to be provided and the full driving fee is charged.

If in the case of a passenger takeover at the airport the plane happens to be late for more than 30 minutes, and if no other arrangements are considered to have been made, TOTALTAXI is free of any obligations toward the client.

Prices

The prices include an excise whose amount is legally determined. The valid prices are those valid on the day of the booking confirmation. Flat rates not mentioned in the price list may be arranged, both in writing and orally, and are valid only for the arranged date of transport and the period of rent. Any extra time and distances are then charged according to the valid price list. Extra expenses due to delay are covered by the client, unless

TOTALTAXI is responsible for the delay. The transport price covers a transport of an individual with a standard luggage. A transport of bulky goods requires a special previous arrangement.

Terms of payment

In accordance with the arrangement with TOTALTAXI, an outstanding amount to be charged from the passenger or client is paid on the spot, in cash or by a credit card, to the driver, or via the account provided by TOTALTAXI. The timeliness of the payment depends on the arrival of the funds to be unreservedly at the disposal of TOTALTAXI. In case of paying with a credit card, the claim is considered to be settled only after a definitive complete receipt record is obtained. Payments are always used for the purpose of settling the oldest claim(s). If the client is late with payments, then TOTALTAXI charges - reserving the right to claim additional damages due to tardiness - rates of up to 5%. For a second and every further notice a tax of € 10 is charged. The client reserves the right to prove a lower amount for damages.

Cancellation and Withdrawal

Cancellations become effective only if they are submitted to TOTALTAXI in written form or orally by phone. The timeliness of a written cancellation is determined by the time of its arrival at TOTALTAXI. Cancellations obtained up to 24 hours before the agreed time of transport are free of charge. In a case of cancellation, TOTALTAXI charges a portion of the base price of transport as a compensatory damages. This portion amounts to:

- 30% for cancellations obtained up to 12 hours prior to the agreed time of transport
- 80 % for cancellations obtained up to 3 hours prior to the agreed time of transport
- 100% for later cancellations and failure to appear for transport.

TOTALTAXI charges the fee regardless of whether the cancellation was submitted in time. The client is provided with a specific proof that TOTALTAXI has suffered but a minor damage or no damage at all. TOTALTAXI reserves the right to withdraw from the contract in full or in part if the client discontinues his payments, goes bankrupt, if it is established, based on the circumstances, that the provided services are misused or that the client has violated his obligation according to the contract terms.

The client's obligations and warranties

Without delay, the client should notify TOTALTAXI of any change of name, address, account, legal form, or banking connection. Also, the client is obliged to provide necessary data about passengers, time and place of the service to be provided. If the client fails to provide this information without delay, he will guarantee for any damage that could have been avoided had the information been sent in time. The client is obliged not to misuse TOTALTAXI services on behalf of other passengers, and especially that they will not:

- **interfere with or prevent the service from being delivered**
- **cause any damage**
- **violate criminal regulations**
- **fail to strictly observe the ban on smoking in the car**
- **protest the transport charges**

TOTALTAXI warranties

TOTALTAXI guarantees the client a damage compensation - regardless of which legal basis - only in cases of premeditation, gross negligence, or violation of important contract obligations by TOTALTAXI, its legal representatives or the service delivery agents.

Warranty for endangerment of life, body or health are handled according to appropriate legal regulations. In case of material damage, TOTALTAXI guarantee is limited to € 50, - per passenger. In case of vehicles, there is a violation of responsibility regulations based on the general insurance terms and conditions. Any additional insurance should be handled by the client. TOTALTAXI offers no guarantees for failing to show up in time and the economic consequences of it, if TOTALTAXI is not responsible for it. This includes, for instance, delays caused by:

- traffic jams, blocked streets
- car failures or accidents
- bad weather conditions.

In case of any damage caused by faulty information provided by the client, TOTALTAXI gives no guarantee to the client or passenger.

Applicable law and jurisdiction

For all legal relations between TOTALTAXI and its client only the Austrian laws apply. The authorized court and the place of proceedings is in Vienna.

Partial ineffectiveness

In case when one or more of the aforementioned conditions are ineffective, the rest of the terms remain unaffected. In lieu of the ineffective clauses, legal regulations should be applied.

TOTALTAXI

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