

## **Woober Ltd – Privacy Policy**

Woober Ltd provides a TAXI CAB/PRIVATE HIRE/PRIVATE HIRE (delete as appropriate) facility through the Woober Ltd website/s and mobile phone applications (“the service”). Upon calling/registering with Woober Ltd on our website/s or through a mobile phone application a user may book an Woober Ltd taxi (“member”) using location based technology on the website/s or mobile phone, Woober Ltd will use the location services of your network operator to help identify your approximate location, Woober Ltd will ask you to confirm that the pickup location that has been identified is correct and it is the responsibility of the user to amend that address/location if it isn’t correct.

The service is being provided to you under these terms and conditions and any operating rules, policies, and procedures as currently published on this website and/or informed to users by Woober Ltd and/or its members (including without limitation in respect of the cost, data protection policy and cancellation of the service).

By using the service you agree to be bound by all the terms and conditions found herein. If you do not accept all of these terms and conditions, do not continue to use the service.

### **Permitted uses**

No materials from Woober Ltd and/or associated websites may be copied, downloaded, reproduced, broadcast, shown or played in public, republished, uploaded, posted, stored, transmitted or distributed in any way or adapted or changed in any way. Woober Ltd takes active measures to ensure that no unauthorised use or breach of its intellectual property rights is committed.

### **Warranties**

Woober Ltd does not guarantee that the service will be uninterrupted, timely, secure, or error free. Use of the services provided by Woober Ltd is done so entirely at one’s own risk and discretion. Woober Ltd assumes no responsibility or liability for any services provided. Woober Ltd does not guarantee the availability of a taxi at any time, nor the availability of the service. Woober Ltd makes no guarantee for and does not vouch for those persons/companies whose goods or services are referred to or displayed by Woober Ltd and/or associated websites. Woober Ltd makes no guarantee as to the accuracy, content, timeliness, completeness, legality, reliability, quality or suitability of any information, advice, content, service, search results, products or merchandise provided through Woober Ltd and/or associated websites. Woober Ltd makes no guarantees, and will not be held liable for, any information, advice, products, services, adverts or links of third parties. Users are advised to satisfy themselves as to the exact type and nature of goods or services being offered or qualifications held by those persons, companies and other organisations whose goods or services may be displayed or referred to by Woober Ltd and/or associated websites.

### **Making Reservations through Mobile Phones (Applications or any other methods)**

By sending us or requesting a taxi booking request through Woober Ltd mobile phone portals or applications (or any other mobile technology) you are deemed to have accepted the terms and conditions herein. Any information received is provided on an “as is” basis. Use of such information is done at one’s own risk. Woober Ltd is not associated with or endorsing any particular person/company that may be featured.

You further acknowledge that you are only entitled to use the information received for your own personal use. Intellectual Property Rights subsist in information that may be sent to you and may

not be redistributed, broadcasted, retransmitted, stored or made a compilation of. All rights reserved.

You recognise that mobile services may, from time to time, be adversely affected by events outside our control and that Wooper Ltd will not be held liable for any error in, or delay in, or failure in transmission of the services.

Mobile services are subject to the limitations of the enabling technology on which they are reliant and may be adversely affected by network performance and other operational factors beyond our control, including without limitation, congestion, network coverage, dropped connections, the performance of your mobile phone and the maintenance of secure network connections. Wooper Ltd accepts no responsibility if you do not receive your booking confirmation or services for any of these reasons.

Furthermore, Wooper Ltd will not be liable to you in any way for failures, defects or delays in the delivery of aforementioned booking confirmation or services which are caused by one or more of the following reasons: provision of an incorrect phone number before submitting the request, your mobile phone does not support such services, message inbox is full, mobile phone is out of range or un-contactable for some other reason, or you erase the information sent to you.

### **Changes to the service**

Wooper Ltd reserves the right, without liability, to change or discontinue any part of the service, temporarily or permanently, at any time (including any fees or charges for using the service). Wooper Ltd will give the maximum amount of notice of such changes or discontinuance as is practicable in the circumstances. Notice of any changes to the service will be made available on this website and/or informed to users by Wooper Ltd and/or its members

### **Amendments to these terms and conditions**

Wooper Ltd may change these terms and conditions from time to time. Notice of any changes to these terms and conditions will be made available on our website. Any changes become effective immediately after they are made available on our website and/or informed to users by Wooper Ltd and/or its members. Any use of the service occurring after such date is subject to the amendments. Your continued use of the service after such date constitutes your acknowledgement of the terms and conditions, their modifications and your agreement to abide by and be bound by the agreement, as amended.

### **Conduct**

You agree that by booking a taxi or private hire vehicle through Wooper Ltd that you have made a verbal contract with the driver. You agree to meet the driver at the appointed location, make the journey as booked and pay the full and correct fare. Wooper Ltd reserves the right to bar users that inappropriately use the service.

### **Liability**

You acknowledge that your use of Wooper Ltd and/or associated websites & applications, constitutes an agreement between you and the member and bears no responsibility or liability to Wooper Ltd.

Wooper Ltd does not accept liability for any damages, including, without limitation, indirect or consequential damages, loss of profits, use of data or any damages whatsoever arising out of, or in connection with the use or inability to use the service and/or associated websites (including information, advice, products, services, adverts or links of third parties). Wooper Ltd makes no

representations or warranties of any kind whatsoever that the server behind this website is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use the site. You acknowledge that standard terms and conditions apply between you and the taxi driver and/or as set out by that company/driver. Woober Ltd is unable to ensure or guarantee the security of any information transmitted over the Internet. Any information or data which you transmit to or by using Woober Ltd and/or associated websites is done at your own risk and Woober Ltd shall not be responsible or liable for any damages or injury that may result from transmitting such information.

If any jurisdiction does not allow the exclusion or limitation of liability for consequential or incidental damages, liability is limited to the fullest extent permitted by law.

### **Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with the laws of United Kingdom and shall be subject to the exclusive jurisdiction of the United Kingdom courts. These terms and conditions, as modified from time to time and/or including information given to users by Woober Ltd and/or its members, constitute the entire agreement between Woober Ltd and you with respect to the subject matter hereof. If any provision contained in these conditions is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision shall be severed from these conditions and the remaining provisions shall continue in full force and effect. You agree that Woober Ltd has the right to assign or sub-contract any or all of its obligations under these terms and conditions.

### **Contact**

You can contact Woober Ltd about any problems or questions with these terms and conditions, website or use of the service. Please contact us at [contact@woober.com](mailto:contact@woober.com) or write to us at Woober Ltd, Street Address: Basepoint  
Street Address Line 2: Crab Apple Way  
City: Evesham  
Postal Code: WR11 1GP

### **TERMS & CONDITIONS OF USE**

1. These terms & conditions only apply to the user when they submit correct and truthful details as requested on the Woober Ltd website/s and/or through any mobile phone devices whereby the user is then permitted to use the service and software of Woober Ltd.
2. Woober Ltd offers the user a service and the software required to provide that service. Woober Ltd will supply details provided to enable Woober Ltd taxi drivers to receive a booking and to communicate with you on that basis. This information will contain the users pick up location and associated data (user name, mobile phone number) and the user in turn will also receive relevant data about the taxi & driver that will pick them up.
3. With respect to using the internet – the technical requirements, configuration and performance of the terminal to use the application including any necessary software are at the users responsibility and cost.
4. The appointment of a taxi through Woober Ltd is free and incurs no additional charge to the user above regulatory charges (including pick up charges) and fares. Any charges incurred through use of the Woober Ltd applications (such as, but not exclusively, network charges) or website are the users sole responsibility.

5. By ordering a taxi through Wooper Ltd (mobile applications or website or any other method) the user agrees to use the service and to pay all relevant fares. The settlement of which will be bound by the terms & conditions of use between the taxi and the user.
6. By agreeing to these terms & conditions you – and anyone else using your account - agree to adhere to them and to be bound by them

### **Amendment or Termination of Service**

1. Wooper Ltd reserves the right to develop, improve or amend in any way the Wooper Ltd website and/or mobile applications
2. Wooper Ltd reserves the right to temporarily or permanently stop its services without informing the individual but in the case of this situation arising will do its utmost to keep people informed through its' website [contact@wooper.com](mailto:contact@wooper.com)

### **Availability**

The user is not entitled to a permanent and uninterrupted availability of the Wooper Ltd service. Wooper Ltd undertakes to achieve maximum levels of service and availability in the case of an interruption to service to resolve it as quickly as possible.

### **Warrant & Liability**

Wooper Ltd cannot warrant that information is always accurate, complete and that it will reach the recipient in a timely fashion

1. Where information/data is incorrect, incomplete or submitted late Wooper Ltd cannot be held liable or responsible
2. If the application or submission of data through Wooper Ltd causes damage or interruption to Wooper Ltd services or any other software or hardware or loss of data then Wooper Ltd cannot be held responsible or liable – the user is responsible for backing up any such information
3. Wooper Ltd bears no liability for its driver services
4. Wooper Ltd bears no liability for its service in any form
5. Wooper Ltd bears no liability for the content of third-party websites on or linked to Wooper Ltd

### **Obligation of the user**

1. The user is committed to being truthful and sincere with respect to the personal data that they submit to Wooper Ltd through mobile phone or website and agree to use it in a truthful and legal way
2. The user may use the applications or website as long as they agree not to willfully cause any damage, interruption to service, congestion.
3. The user agrees not to attempt to circumvent, access and/or amend the Wooper Ltd services or software in any way.
4. Wooper Ltd reserves the right to exclude the user from all Wooper Ltd services permanently for any abuses of the service

5. The users account is private and the user agrees to keep their username and password safe and not to disclose to any third parties. If this information is lost or in any way disclosed then the user has an obligation to inform Woober Ltd immediately.
6. Woober Ltd will not be held liable and is free from all claims for any third party damage that is caused to the user and/or their account through unauthorised access to their account

### **Termination**

The contract for the use of the software and the application may be terminated by either party without notice or reason.

### **Disclaimer / Privacy Statement**

Woober Ltd is committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

### **The information we collect and how we use it**

When you register with Woober Ltd on our website, mobile application or any other way we need to know your name, e-mail address and e-mail address (insert any other details that are requested). We gather this information to allow us to process your registration, process any bookings you may make and process queries. The relevant information is then used by us, our agents and sub-contractors to communicate with you on any matter relating to the conduct of your account and providing you with various services. We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us develop the website and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual. From time to time we may provide your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the services we provide. We or our agents and sub-contractors may contact you by e-mail or telephone (*or as required*) to ask you for your feedback and comments on our services. We may also wish to provide you with information about special features of our website or applications or any other service or products we think may be of interest to you. If you would rather not receive this information, please send a blank e-mail message to [contact@woober.com](mailto:contact@woober.com). We may also want to provide you with related information from third parties we think may be of interest to you. If you would rather not receive this information, please send an e-mail to [contact@woober.com](mailto:contact@woober.com). We may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If you do not wish us to disclose your information in this way, please send an e-mail to [contact@woober.com](mailto:contact@woober.com).

### **Our use of cookies and other information gathering technologies**

The Woober Ltd website uses “cookies” to allow a user web browser (software used to read web pages) to recall those pages of this website which have already been visited by the user. Cookies are small pieces of information, placed on your computer by a website for tracking purposes.

### **How we protect your information**

The internet is not a secure medium. We have taken all reasonable precautions to prevent disclosure otherwise than as set out in this Privacy Statement, our Terms and Conditions or as set out elsewhere on this website of any of your personal information which you reveal to us on this website. However, due to the nature of the Internet we cannot guarantee the security of the information you send to us via the Internet as the sending of any information over the Internet can

never be absolutely secure. We also keep your information confidential. Our internal procedures of *Woober Ltd* cover the storage, access and disclosure of your information.

### **Sale of business**

If this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

### **Updating your details**

If any of the information that you have provided to us changes, for example if you change your e-mail address, name or if you wish to cancel your registration, please let us know the correct details by sending an e-mail to [contact@woober.com](mailto:contact@woober.com).

### **Your consent**

By submitting your information you consent to the use of that information as set out in this policy. If we change our privacy policy we will post the changes on this page, and may place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. We will also e-mail or SMS you should we make any changes so that you may consent to our use of your information in that way. Continued use of the service will signify that you agree to any such changes. Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area that do not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try to improve the security of your information. By submitting your information you consent to these transfers.

### **How to contact the data controller in Woober Ltd**

We welcome your views about our website and our privacy policy. If you would like to contact us with any queries or comments please send an e-mail to [contact@woober.com](mailto:contact@woober.com).

### **8. Links to other websites**

This statement relates to our privacy practice in connection with our website and related mobile applications and the personal data collected through our website and mobile applications. However, we are not responsible for the content or privacy practices of other websites, including linked websites, websites made available through this website and websites to which we may direct you.