Terms and Conditions - metroexpress

1. Preamble

These Terms and Conditions govern your use of **metro**express, our website and mobile applications. Other conditions apply to conditions of carriage and transport. Please consult our <u>Conditions of Carriage</u> & <u>User</u> <u>Regulations</u> for information relating to the terms and conditions of use.

In order to use **metro**express (the "Service") you must have an account registered with Doha Metro. You must also link your Doha Metro Travel Card to your Doha Metro account. You must also download the **metro**express app (available on iOS and android platforms) and register. Your name and email address must be as they appear in your Doha Metro account.

You must only use the **metro**express Service in conjunction with a ride on Doha Metro. In order to comply with this you must touch your Metro Travel Card on the Doha Metro Gates (entering) within 30 minutes of the end of your **metro**express ride, or commence your **metro**express ride within 30 minutes of touching your Metro Travel Card off the Doha Metro Gates (exiting).

QATAR RAIL will monitor your compliance with these terms. If we detect more than one non-compliance in any calendar month, you may receive a courtesy message reminding you of these terms and conditions. If we detect any further instances of non-compliance we may suspend your account and refund your account balance, less administration costs, without further warning.

You must be at least 12 years of age to use **metro**express. Otherwise, you must be accompanied at all times by a parent or guardian 18 years of age or over. You must read this document in conjunction with our:

- Conditions of carriage (these **metro**express terms and conditions and our FAQ's prevail)
- User regulations
- **metro**express privacy policy
- metroexpress FAQ's

You use metroexpress at your own risk. QATAR RAIL accepts no liability whatsoever for loss or damage suffered as a result of your use of metroexpress.

Please call our Customer Centre on 105 with any questions or feedback.

2. Conditions of Boarding

2.1 Conditions of Boarding

Upon boarding **metro**express you must state your name to the driver and/or show your driver the booking on the app, if requested, so we know you have boarded. You must always wear your seatbelt, and obey the instructions of the driver.

A driver may refuse to allow you to board, if you:

- are late
- have not booked
- do not confirm your age or that of your child(ren) if asked, with your Qatar ID
- do not state your name and/or show your booking on the app, if asked
- attempt to bring pets or oversized luggage (refer to our FAQ's)
- are rude, aggressive or intoxicated.

A driver may ask you to alight immediately if you:

- do not wear your seatbelt when asked
- are rude, aggressive or intoxicated.

If the interior or exterior of your driver's vehicle is damaged or dirtied as a result of intentional or negligent acts such as aggressive slamming of doors or soiling, a cleaning or damage Fee may be assessed and charged.

2.2 Booking +1's

A +1 is considered to be any eligible passenger (including infants in capsules) who takes up a seat.

You must adjust your booking on the app to reflect the correct number of passengers in your group. You can do this either before or after the booking.

There is a limit of 4 +1's per booking.

Any non-prebooked passengers will not be permitted to board.

2.3 "No-Show" Policy

Your driver can wait for no longer than 60 seconds from their arrival at the pick-up point. If you are not present within that time, and at the place designated in your Reservation, the driver may cancel your ride.

3. System Operation

3.1 Times of operation

metroexpress operates between 05:45 and 23:00 Saturday to Wednesday, Thursdays 05:45 to 23:59 and on Fridays 14:00 to 23:59.

Hours may be extended from time to time to suit Doha Metro hours.

3.2 Walking

You may be required to walk a short distance to your pick-up point. Please observe the pick-up point shown in your **metro**express app.

4. Website and metroexpress mobile application

4.1 Preamble

Once you visit our website and mobile application, if you continue to browse on them, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy notice govern QATAR RAIL's relationship with you in relation to our website and mobile application. If you disagree with any part of these terms and conditions, please do not use our website and mobile application.

4.2 Product Information

Our website and mobile application contain information about the products and services which QATAR RAIL (or other third parties) may offer (referred to as "Product Information"). Product Information may include details about future intentions of QATAR RAIL (e.g. other products/services it intends to launch) and information about its current products (e.g. Travel Credit, competitions, Travel Passes, etc.).

The purpose of providing the Product Information is to help you to find out more about QATAR RAIL's services and assist you to obtain these services.

4.3 Copyrights and Trademarks

All materials on our website and mobile application are protected by copyrights, trademarks, and/or other intellectual property rights. These materials are owned by QATAR RAIL or are used with permission from their owners or as otherwise authorised by law. Protected materials include, but are not limited to, the text, trademarks, source code, databases, logos, photographs, images, video clips, audio clips, designs, trade dress, and other materials contained in our website and mobile application.

Users may download, print, or reproduce portions of QATAR RAIL's materials for their personal, noncommercial use and enjoyment. All other use of any material (including, without limitation, photographs, articles, press releases, software, comments, tables or charts, video clips, logos) on our website and mobile application is strictly prohibited.

Unauthorised use of our website and mobile application or any of the information or material contained on them is illegal and as such may give rise to, amongst other things, a claim for damages and may also be a criminal offence.

4.4 Unauthorised action or use

You agree that you will use our website and mobile application only for the purpose for which they are intended. You agree that you will not attempt to interfere with the operation of this website and mobile applications, or alter or corrupt any data or software.

You agree to follow and abide by these Terms and Conditions and by all instructions and procedures set out in our website and mobile application. You understand that a failure to follow all instructions and procedures may lead to your obligation to purchase unintended goods or services; forfeiture of your products or services; denial of access to our website and mobile application, products, or services and the possibility of legal action being brought against you.

4.5 Disclaimers and Limitations of Liability

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website and mobile application for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of or in connection with the use of this website and mobile applications or the use, accessing, downloading, or relying on any information or other materials contained in this website and mobile applications, including, without limitation, as a result of any computer virus.

The exclusions and limitations contained in these Terms and Conditions apply to the maximum extent permitted by law.

QATAR RAIL does not guarantee that use of our website and mobile application will be compatible with all hardware and software which may be used by visitors to the site.

You shall indemnify QATAR RAIL against all losses, damages, claims, and costs (including legal cost) caused or suffered by QATAR RAIL as a result of a breach by you or any of these Terms and Conditions.

4.6 Cookies

Our website and mobile applications use cookies to monitor browsing preferences. If you do allow cookies to be used, the personal information may be stored by us for use by us or by third parties on our behalf.

4.7 Miscellaneous

These Terms and Conditions (including the <u>Privacy Notice</u>) contain all the terms relating to the use of our website and mobile applications.

The content of the pages of our website and mobile application is for your general information and use only. It is subject to change without notice.

From time to time, our website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).