

Terms and Conditions

1. DEFINITIONS

Airport means any Airport recognised as a UK airport by the UK Civil Aviation Authority

Card the credit and or debit card which Customer will use when using the Services

Charges means the charges calculated and charged by Go Fancy to the Customer for using the Services;

Communications means any communication by email, text, SMS or telephone call;

Conditions means these "Terms and Conditions" as amended from time to time;

Contract the contract between the Gofancy App and the Customer for the supply of Services in accordance with these Conditions;

Customer(s) means the person or entity which made the booking for the Services;

Data Protection

Legislation means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy;

Driver means any person who drives a Customer Vehicle;

Final Address means the address which the Customer states at the time of making the booking as the address to which the Vehicle will take the Passengers;

Frank London means Frank London Limited which is a private limited company registered in England Wales under Companies House registration number 10977738 at registered office 129, Building 3, 566 Chiswick High Road, Chiswick Park, London, W4 5YA;

GDPR General Data Protection Regulation ((EU) 2016/679);

Gofancy means the mobile software application www.gofancy.app and any other application we make available on the internet or on any mobile device from time to time;

Gofancy App means the Gofancy mobile application owned by Frank London;

Intellectual Property

Rights means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar

or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Licensing Authority means any regional or national licensing authority responsible for licensing the operation of Vehicles and companies in UK;

Licence means as set out under clause 8;

Minor means a child of less than 15 years of age

Minimum Cost is the estimated trip minimum fee

Passenger(s) means the Customer and or such other person(s) who travel as a passenger in the Vehicle booked by the Customer;

Services means the Gofancy App and mobile applications and related services which enable the Customer to arrange and schedule a Vehicle for transportation as those set out under Clause 4;

Start Address means the address which the Customer states at the time of making the booking as the address from which the Vehicle will collect the Customer;

UK Data Protection

Legislation any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation;

we, our, us means Frank London;

you, your means the Customer and all Passengers in the Vehicle;

Terms means these terms and conditions, as amended from time to time;

Vehicle means the vehicle we provide you for the Services.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. INTRODUCTION

To use Gofancy you must first register a user account on the Gofancy app. To complete the registration of the account you will be required to provide your contact details.

To complete a Booking, you will be required to provide your Card details.

Your warrant that your personal and Card details will be up to date and at all times be accurate.

By using Gofancy you accept these Conditions and agree to be bound by them during your use of Gofancy. If you do not agree to these Conditions you must cease using Gofancy.

We may introduce policies in addition to these Terms and Conditions from time to time which shall apply in addition to these Terms and Conditions. We will make these available on Gofancy. By continuing to use Gofancy you acknowledge that you are aware of such policies and that you shall comply with them.

We reserve the right to amend these Terms and Conditions from time to time. We shall notify amendments to these Terms and Conditions by posting the updated versions on the Go Fancy App and website. Every time you wish to use Gofancy, it is your responsibility to ensure that you are aware of the up to date Terms and Conditions that apply at the time.

We do not guarantee that Gofancy, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability or any part of Gofancy for business and operational reasons.

You are responsible for any person who accesses Gofancy through your internet connection, and or user account, are aware of these Terms and Conditions and that they comply with them.

You must keep your account details safe. If you are provided with any user identification code(s), passwords, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We reserve the right to disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with these Terms and Conditions.

If you know or suspect anyone other than you who knows your user identification and or codes, then you must immediately notify us at by e-mail at sales@gofancy.co.uk or by telephone on 020 88996547

We do not guarantee Gofancy will be free from bugs or viruses. You are responsible for configuring your own information technology, computer programmes and our mobile devices for accessing and using Gofancy. You shall rely on your own virus and cyber-attack software.

You shall not misuse Gofancy by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Gofancy, the server on which

Gofancy is stored or any server, computer or database connected to Gofancy. You must not attack Gofancy via a denial-of-service attack or a distributed denial-of service attack.

3. BOOKINGS

You shall book Service(s) with us using your registered Gofancy account.

You shall pay us charges for the Service (plus any Value Added Tax which will be added to the charges) with your Card.

You must not pay any charges in cash or card directly to the driver of the Vehicle. All charges shall be paid by Card via Gofancy App.

We may from time to time offer a discount to the Service, but the discount will be at our own sole discretion, and confirmed to you via the Gofancy App.

We may from time to time provide other promotions or special offers which can be used on Gofancy, however these shall always be subject to our unfettered right to remove or cancel any promotions and or special offers immediately without notice at any given time.

4. SERVICES

You may choose from the following Service types:

Transfer

A Transfer is booked on Gofancy by selecting the Transfer option on the Gofancy App. You will be required to select a preferred Vehicle type (the type will be subject to availability), and to specify the Start Address and the Final Address (the Start Address to the Final Address shall collectively be known as "the journey" under these Terms and Conditions).

At the time of booking a Transfer you shall be provided an estimate of the charges you will pay for the journey. The charge will be calculated according to our preferred route and by reference to the aggregate of the mileage and the aggregate of the minutes it takes to complete the journey ("Charge"). We shall multiply the minutes and then the miles in accordance with our rates (which we normally do not communicate to a Customer unless the Customer requests it from us). You shall then be charged to pay us the greater of: the charge for minutes, the charge for miles and the relevant Minimum cost.

In relation to a Transfer where you have selected the Start Address to be at an Airport, then the Vehicle shall wait for no more than 60 minutes from the estimated arrival time you have made known to us. Thereafter, we shall cancel the booking and charge the Minimum Cost. If you have registered your flight details on the Gofancy App in which case, we shall follow your flight details and estimated time of arrival from the relevant Airport's live arrivals updates. We shall wait for no more than 60 minutes from the estimated time of arrival notified on the Airport's live arrivals updates and thereafter if you fail to present yourself, or contact us by telephone, then we reserve the right to cancel the booking and charge the Minimum Cost.

Hourly Bookings

Hourly Bookings are booked on the Gofancy App by selecting the Hourly Booking option. You will be required to select a preferred Vehicle type (subject to availability) and to specify the start and finish time you wish to hire the Vehicle.

During the booking you may ask the Driver to take you to as many destinations as you require, however it is entirely your responsibility to ensure that you will arrive at your preferred destination by the booking finish time. At the end of your booking time you must alight the vehicle, or if you have not arrived at your preferred destination, then you may continue to your final destination, but this will be strictly subject to the availability of the Vehicle and driver as well as our unfettered discretion. Any additional time beyond the booking finish time shall be rounded up to the nearest hour and charged in accordance with our rates.

All charges for Transfer and Hourly Bookings shall be in Great British Pounds.

Further all times provided on the Gofancy App shall be in London Greenwich Mean Time.

In all cases every booking shall be subject to our driver's chosen route and he shall not be obliged to follow your directions or preferred route(s).

For a Transfer you may require the driver to change the Finishing Address before the end of the booking, and this shall always be subject to the Vehicle's availability.

For an Hourly Booking you may extend the booking time, but this will be subject to the availability of the Vehicle and driver as well as our unfettered discretion to refuse extending your booking time.

We do not warrant that you will reach a destination by or within a particular time or mileage, or that you will be able to extend the time for Hourly Bookings.

The prices and rates may be varied by us at any given time.

REFUND POLICY

Any cancellations of Services must be made in writing by the Customer and if made:

- (i) more than 24 hours prior to the reservation the Customer will receive a full refund with no administrative charge.
- (ii) less than 24 hours prior to the reservation the Customer will receive a refund with the estimated trip administrative charge.

You will be charged a pre-defined minimum cost depending on your preferred vehicle make and model for reservations less than 24 hours before the booking time.

All refunds will be credited to the Customer's credit or debit card, PayPal account or bank account within 30 days of the Customer's written notification of cancellation.

If the customer does not appear at the time and place designated as the pickup point, all payments will be non-refundable.

We are only able to refund an item in the same way that the purchase was made. In particular, we will need to refund the same credit/debit card used for your original purchase.

We shall not be obliged to change, cancel, replace or refund a service where we have reason to believe that it is being done so fraudulently.

PAYMENTS

Our payment terms for regular bookings are:

Any deviations to the original booking such as additional waiting time and car parking are inclusive.

Extended bookings, additional stops or address changes will automatically be charged from the credit card that you provided upon booking.

The charge on your credit card statement will be shown as Gofancy

5. CANCELLATION

For Transfers and Hourly Bookings, you shall be liable to pay us cancellation charges as follows:

You may cancel a booking without incurring a cancellation charge if you cancel 24 hours before the booking start time. If you cancel 24 hours within the Booking reservation time you will be charged the Minimum Estimated Cost for the Vehicle.

If the booking is cancelled by us pursuant to clause 6 below, then the cancellation charges you will be liable to pay us will be equivalent to the charges you would have paid had it not been for the

cancellation. For a Transfer this will be based on the estimated charge, and for Hourly Bookings the charge based on the time you booked with us.

You irrevocably authorise us to take payment for the cancellation charges from the Card you have used for a booking or have registered on any of our applications.

RECURRING TRANSACTIONS

Recurring Transactions (Continuous Payment Authorities) on Debit MasterCard and Credit Cards

The payments can be for differing amounts and can be for varying frequencies. To create a recurring transaction, you must give your debit or credit card details in order to authorise a series of payments from your account. A Recurring Transaction is not a Direct Debit and you will not have the protections of the Direct Debit Guarantee Scheme in respect of any Recurring Transactions which are made from your account.

You can cancel or amend the recurring transactions card details at any given time.

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Privacy Policy of Frank London Limited trading as Gofancy.

If you can show us that you did not authorise a recurring transaction authority or that you gave notice that it was cancelled, then we will refund any payments that were taken from your account after that date.

6. OBLIGATIONS AND RESPONSIBILITIES

We will endeavour provide you with the Vehicle type you selected for the booking, but in the event of that vehicle type not being available for whatever reason, then we will provide you with a reasonable alternative.

You shall not be permitted to bring more than four passengers to the Vehicle without our prior consent.

You shall not smoke any substance in the Vehicle, which for the avoidance of doubt includes cigars, cigarettes and electronic cigarettes such as a vape.

You shall not consume alcohol or drugs in the Vehicle, and if in our opinion you appear to be intoxicated at any time then we reserve the right to cancel the booking immediately. You shall be liable to pay cancellation fees under Clause 5 above.

You shall not consume any food or drink in the Vehicle other than water.

You shall not act unprofessionally, disorderly, be abusive or act towards us in a threatening manner. We reserve the right to cancel the booking immediately if you are found to be in breach of this provision. You shall be liable to be pay cancellation fees under Clause 5 above, and in addition we reserve the right to report the matter to the relevant public authorities

You shall not be allowed to bring any bicycles to the Vehicle unless you have first advised us of this at the time of making the booking and obtained our prior written consent.

Any luggage and or property you bring must be capable of fitting in to the boot compartment of the Vehicle. It is your responsibility to check that your luggage(s) and property is capable of fitting in to the boot compartment of the Vehicle before making the booking. Failing that then you shall be liable to pay cancellation fees in accordance with Clause 5 above. We reserve the right to decline you the use of the boot compartment for any reason.

You shall be, and remain, responsible for any property brought to the Vehicle. We shall not be liable for any damage or loss caused (however so arising). Any property left in the Vehicle by the Customer or Passenger shall be stored by us for a maximum of one calendar month from the date which we find the property. You accept that following this period any property which has not been claimed or matched to an enquiry then becomes the property of Gofancy and that we sell, dispose or use the property as we please.

You shall be liable to fully pay us any cleaning charges and or expenses we incur as a result of spillages, contamination or damage you cause to the Vehicle. You accept that the Vehicle is a high value vehicle and it will be necessary for us to engage the services of a specialist cleaner to clean the Vehicle in the event you breach this agreement.

You shall inform us at the time of making the booking if you intend to bring any domestic animals to the Vehicle. All domestic animals must be trained to travel in a vehicle, suitably restrained and carried in a cage. It is your responsibility to ensure that the animal is safe to travel in the Vehicle and you shall keep the animal restrained at all times.

We do not allow Minors to travel unaccompanied without their parents, or if they are to travel unaccompanied then their parents must give us their written consent before the booking. If you have a Minor travelling with you then we are not under any obligation in law or under this agreement to provide a child car seat for any Minor who is under the age of 3 at the time of travel, however we may provide a complimentary child car seat for Transfer bookings provided you have made a request for this at the time of booking, and a child car seat is available for use.

You shall remain responsible for your personal possessions left in the vehicle at all times.

7. LIMITATION OF LIABILITY

We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to Gofancy or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(i) use of, or inability to use, Gofancy; or (ii) use of or reliance on any content displayed on Gofancy; or (iii) use of the Vehicle

In particular, we will not be liable for:

(i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or

(v) any indirect or consequential loss or damage.

8. LICENSE

Subject to your compliance with these Conditions, Gofancy grants you a limited, non-exclusive, no sublicensable, revocable, non-transferable license to: (i) access and use the Gofancy App on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Gofancy and Gofancy licensors.

9. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Gofancy.

10. ASSIGNMENT

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

11. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. THIRD PARTY RIGHTS

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Other Terms

All third-party suppliers of services through which we link to from this Booking Service (which may include our selected partners such as providers of hotels are independent entities and we are not responsible or liable for any wrongful act or omission on their part.

These terms are intended by us to set out the whole agreement between us and you and any prior communications between us are not included in this agreement. We recommend that you read them carefully to protect your own interests. If you do not think they set out the whole agreement between us, please make sure you ask for any additional terms to be put in writing prior to making any transaction. In that way we can avoid any problems surrounding what you expect us to do.

13. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14. NO PARTNERSHIP OR AGENCY

Nothing in the Terms & Condition is intended to, or shall be deemed to, establish any partnership or joint venture between Gofancy or Customer, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

PRIVACY POLICY

Introduction

The privacy and security of your personal information is extremely important to us.

This privacy policy explains how and why we use your personal data, to make sure you stay informed and can be confident about giving us your information.

This policy applies if you interact with us over the phone, online, through our mobile applications or otherwise by using any of our websites or interacting with us on social media (our "Services").

Your personal data is in safe hands with Gofancy.

We do: respect your privacy and work hard to ensure we meet strict regulatory requirements. We use your personal data to help us provide a great experience for you. This includes tailoring the information we share to ensure you find it relevant, useful and timely.

We don't: sell your personal data to third parties.

We regularly review our privacy notice so that you can see how we use your data.

Passengers means the person or entity which made the booking for the Services;

Driver means any person who transports a passenger/s, individually or through our partner transport companies

Frank London means Frank London Limited which is a private limited company registered in England Wales under Companies House registration number 10977738 at registered office 129, Building 3, 566 Chiswick High Road, Chiswick Park, London, W4 5YA;

Gofancy means the mobile software application and any other application we make available on the internet or on any mobile device from time to time;

Gofancy App means the Gofancy mobile application owned by Frank London;

Vehicle means the vehicle we provide you for the Services.

we, our, us means Frank London;

you, your means the Customer and all Passengers in the Vehicle;

This policy applies to those who provide information to Gofancy in connection with an application to use our services, or whose information Gofancy otherwise receives in connection with its services (such as contact information of individuals associated with Frank London's partners). All those subject to this policy is referred to as "users" for purposes of this policy.

Gofancy collects Information that you provide to Gofancy, such as when you create your Gofancy account. Information created when you use our services, such as location, usage and device information. Information from other sources, such as Frank London and third parties that use Gofancy services.

What sorts of personal information do we hold?

Terms and Conditions of Frank London Limited trading as Gofancy.
Privacy Policy of Frank London Limited trading as Gofancy.

Gofancy provides services to users throughout England. The practices described in this policy are subject to applicable laws in the places in which we operate. The following information is collected by or on behalf of Gofancy:

- We collect information when you make a user account this can include your name, email address, phone number, login name and password, address, payment or banking information (including related payment verification information), government identification numbers such as driving licence or passport if required by law, date of birth, photo and signature. This includes driver vehicle or insurance information and the preferences and settings that you enable for your Gofancy account.
- Background check information: We may collect background check information if you sign up to use Gofancy's services as a driver. This may include information such as your driving history or criminal record (where permitted by law).
- User content: We may collect information that you submit when you contact Gofancy customer relations, provide ratings or compliments for other users, or otherwise contact Gofancy.
- Depending on the Gofancy services you use and your app settings or device permissions, we may collect your precise or approximate location information as determined through data such as GPS, IP address and Wi-Fi.
- If you are a driver, Gofancy collects location information when the Gofancy app is running in the foreground (app open and onscreen) or background (app open but not onscreen) of your device.
- If you are a passenger and have provided permission for the processing of location data, Gofancy collects location information when the Gofancy app is running in the foreground. Gofancy collects this information when the Gofancy app is running in the background of your device if this collection is enabled through your app settings or device permissions.
- Passengers and delivery recipients can use the Gofancy app without allowing Gofancy to collect their location information. However, this may affect the functionality available on your Gofancy app. For example, if you do not allow Gofancy to collect your location information, you will have to enter your pick-up address manually. In addition, location information will be collected from the driver during your trip and linked to your account, even if you have not allowed Gofancy to collect your location information.
- Information about the services that we provide to you (including for example, the things we have provided to you, when and where, what you paid, the way you use our services, and so on);
- Information about whether or not you want to receive marketing communications from us;
- Information about any device you have used to access our Services (such as your device's make and model, browser or IP address) and how you use our Services. For example, if you use our websites or mobile software app, we try to identify when and how you use those;
- Your contact details and details of the emails and other electronic communications you receive from us, including whether that communication has been opened and if you have clicked on any links within that communication. We want to make sure that our communications are useful for you, so if you don't open them or don't click on any links in them, we know we need to improve our Services;
- Information from other sources such as specialist companies that provide customer information (like fraud prevention agencies, marketing and research companies), social media providers and the DVLA.

You allow Gofancy to collect any information and log data in order to perform better.

We collect details related to your use of our services, including the type of services you requested or provided, your order details, date and time the service was provided, amount charged, distance travelled, and payment method.

We collect information about how you interact with our services. This includes information such as access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or services you were using before interacting with our services. In some cases, we collect this information through cookies, pixel tags and similar technologies that create and maintain unique identifiers.

We may collect information about the devices you use to access our services, including the hardware models, device IP address, operating systems and versions, software, file names and versions, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion information, and mobile network information.

We enable users to communicate with each other and Gofancy via the Gofancy apps, websites and other services. For example, we enable drivers and passengers, and recipients, to call or text each other to provide this service. Gofancy receives some information regarding the calls or texts, including the date and time of the call/text and the content of the communications. Gofancy may also use this information for customer support services (including to resolve disputes between users), for safety and security purposes, to improve our products, services, claims, feedback, such as ratings or compliments.

Gofancy collects and uses information to enable reliable and convenient transportation and other services. Gofancy may combine the information collected from these sources with other information in its possession. Partner transport companies (if you are a driver who uses our services through an account associated with such a company). Gofancy business partners through which you create or access your Gofancy account, such as payment providers, social media services, on-demand music services, or apps or websites who use Gofancy's APIs or whose APIs Gofancy uses.

Gofancy uses Worldpay for online payments as a gateway. Your bank details are sent to WorldPay's Online Payment Gateway where payment is authorised. Gofancy does not store or have access to your personal card details.

Gofancy admin and developers will only have access to this information; all user information is secured in AWS databases. User information is only accessible with app APIs, and all APIs need an AWS authentication to work.

For customer support, to enhance the safety and security of our users and services. For research and development, to enable communications to or between users. To provide promotions or contests in connection with legal proceedings.

Gofancy does not sell or share your personal information to third parties for third party direct marketing purposes.

Gofancy uses the information we collect to provide, personalise, maintain and improve our products and services. This includes automated processing of your information to enable dynamic pricing, where the price of a trip is determined based on constantly varying factors such as the estimated time and distance of the predicted route, estimated traffic, and the number of passengers and drivers using Gofancy at a given time.

Gofancy processes and facilitates payments for those services.

Offer, obtain, provide or facilitate insurance or financing solutions in connection with our services.

Gofancy performs internal operations necessary to provide our services, including to troubleshoot software bugs and operational problems, to conduct data analysis, testing and research, and to monitor and analyse usage and activity trends.

We use your data to help maintain the safety, security and integrity of our services and users. This includes, for example:

Screening drivers prior to enabling their use of our services and at subsequent intervals, including through reviews of background checks where permitted by law, to prevent use of our services by unsafe drivers.

Using information from drivers' devices to identify unsafe driving behaviour such as speeding or harsh braking and acceleration, and to raise awareness among drivers regarding such behaviour.

Gofancy ID checks all drivers, which prompts drivers to share a passport size photo before going online. This helps ensure that the driver using the app matches the Gofancy account we have on file, preventing fraud and helping to protect other users.

Using device, location, profile, usage and other information to prevent, detect and combat fraud or unsafe activities. This includes to identify practices or patterns that indicate fraud or risk of safety incidents. This may also include information from third parties. In certain cases, such incidents may lead to deactivation by means of an automated decision-making process.

Using user ratings to encourage improvement by affected users, and as grounds for deactivating users with ratings below a certain minimum as may be required. Calculation and deactivation may be done using an automated decision-making process.

Gofancy uses the information we collect (including recordings of customer support calls after notice to you and with your consent) to assist you when you contact our customer support services.

Gofancy uses the above information to investigate and address these concerns, direct your questions to the appropriate customer relations team. Research and improve and develop our services. Monitor and improve our customer support responses.

We may use the information we collect for testing, research, analysis and product development. This allows us to improve and enhance the safety and security of our services, develop new features and products, and facilitate insurance and finance solutions in connection with our services.

Gofancy uses the information we collect to enable communications between our users. For example, a driver may text or call a passenger to confirm a pick-up location, or a restaurant. We may use the information we collect to communicate with you about products, services, promotions, studies, surveys, news, updates and events.

Gofancy may also use the information to inform you about elections, ballots, referendums and other political and policy processes that relate to our services.

We may use the information we collect to investigate or address claims or disputes relating to your use of Gofancy's services, or as otherwise allowed by applicable law, or as requested by regulators, government entities and official enquiries.

Gofancy uses cookies and other identification technologies on our apps, websites, emails and online ads for purposes described in this policy. Cookies are small text files that are stored on your browser or device by websites, apps, online media and advertisements. Gofancy uses cookies and similar technologies for purposes such as authenticating users.

Analysing site traffic and trends, and generally understanding the online behaviour and interests of people who interact with our services. We may also allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs and other technologies to identify your device when you visit our site and use our services, as well as when you visit other online sites and services.

Some of Gofancy's products, services and features require that we share information with other users or at your request. We may also share your information with our affiliates, subsidiaries and business partners, for legal reasons or in connection with claims or disputes.

If you are a driver, we may share information with your passenger(s) including your name and photo; your vehicle makes, model, colour, number plate and photo; location; total number of trips; for how long you have been using the Gofancy app; contact information (depending upon applicable laws).

If you choose to complete a driver profile, we may also share any information associated with that profile, including information that you submit.

The passenger recipient will also receive a receipt containing information such as a breakdown of amounts charged, your first name and photo, and a map of the route you took.

We may share your estimated time of arrival and location with a friend at your request. If you requested a service through a partnership or promotional offering made by a third party, Gofancy may share your information with those third parties. This may include, for example, other apps or websites that integrate with our APIs, vehicle suppliers or services, or those with an API or service with which we integrate, or business partners with whom Gofancy may partner to deliver a promotion, competition or specialised service.

We love hearing from our users, including through public forums such as Gofancy blogs, social media and certain features on our network. When you communicate with us via these channels, your communications may be viewable by the public.

If you use a profile associated with another party, we may share your trip information with the owner of that profile.

A passenger taking trips arranged through Gofancy.

A driver using an account owned by a partner transport company.

A passenger who takes a trip arranged by a friend or under a family profile.

We share information with our subsidiaries and affiliates to help us provide our services or conduct data processing on our behalf.

Gofancy may provide information to its vendors, consultants, marketing partners, research firms, and other service providers or business partners. Research partners, including those performing surveys or research projects in partnership

with Gofancy or on Gofancy's behalf. Vendors to assist safety and security of its apps. Consultants, lawyers, accountants and other professional service providers. Fleet partners, insurance and financing partners, airports, restaurant partners or third-party vehicle suppliers.

Gofancy may share your information if we believe it is required by applicable law, regulation, operating agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns.

This includes sharing your information with law enforcement officials, government authorities, airports (if required by the airport authorities as a condition of operating on airport property) or other third parties as necessary to enforce our Terms of Service, user agreements or other policies, to protect Gofancy's rights or property or the rights, safety or property of others, or in the event of a claim or dispute relating to your use of our services. If you use another person's credit card, we may be required by law to share information with that credit card holder, including trip information.

Gofancy may share your information other than as described in this policy if we notify you and you consent to the sharing.

Gofancy retains user profile and other information for as long as you maintain your Gofancy account.

Gofancy retains transaction, location, usage and other information for 5 years in connection with regulatory, tax, insurance or other requirements. Gofancy thereafter deletes or anonymises such information in accordance with applicable laws. Once such information is no longer necessary to provide Gofancy's services, enable customer support, to enhance the user experience or for other operational purposes, Gofancy takes steps to prevent access to or use of such information for any purpose other than compliance with these requirements or for purposes of safety, security and fraud prevention and detection.

You may request deletion of your account at any time through the privacy settings in the Gofancy app or via Gofancy's website (passengers and delivery recipients [here](#); drivers and delivery partners [here](#)).

Following such a request, Gofancy deletes the information that it is not required to retain. In certain circumstances, Gofancy may be unable to delete your account, such as if there is an outstanding credit on your account or an unresolved claim or dispute. Upon resolution of the issue preventing deletion, Gofancy will delete your account as described above.

Gofancy may also retain certain information if necessary, for its legitimate business interests, such as fraud prevention and enhancing users' safety and security. For example, if Gofancy shuts down a user's account because of unsafe behaviour or security incidents, Gofancy may retain certain information about that account to prevent that user from opening a new Gofancy account in the future.

The processing of personal data of users in the European Union is subject to the EU General Data Protection Regulation ("GDPR"). This section summarises Gofancy's grounds for processing personal information under the GDPR, and the rights of EU users as relates to Gofancy's handling of personal information. The processing of personal data of users in the European Union is subject to the EU General Data Protection Regulation ('GDPR').

If you are a Gofancy user in the EU, you have the following rights with respect to Gofancy's handling of your personal information. You have the right to request an explanation of the information that Gofancy has about you and how Gofancy uses that information. You also have the right to receive a copy of the information that Gofancy collects about you if it is collected on the basis of consent or because Gofancy requires the information to provide the services that you request.

If Gofancy has information about you that you believe is inaccurate, you have the right to request correction of your information. Users can request deletion of their accounts at any time. We may retain certain information about you as required by law and for legitimate business purposes permitted by law.

Users in the EU have the right to object to Gofancy's processing of personal data, including for marketing purposes based on profiling and/or automated decision making. Gofancy may continue to process your information notwithstanding the objection to the extent permitted under GDPR.

You can also submit questions, comments or complaints to Customer Relations.

The GDPR requires that companies processing the personal data of EU users do so on the basis of specific legal grounds. As described below, Gofancy processes the information of EU users based on one or more of the grounds specified under the GDPR:

The processing is necessary to provide the services you request as Gofancy must collect and use certain information in order to provide its services. User profile information that is necessary to establish and maintain your account, including to verify your identity, enable communications with you about your trips, and accounts, and to enable you to make or receive payments.

Background check information necessary to enable drivers to provide transport services through the Gofancy app. Driver location information, which is necessary to match drivers with passengers, track trips while in progress and suggest navigation. Transaction information, which it is necessary to generate and maintain in connection with your use of Gofancy's services.

Usage information, which is necessary to maintain, optimise and enhance Gofancy's services, including to determine, sometimes in combination with other information, incentives, connect passengers and drivers, and calculate costs of trips and driver payments.

Gofancy may process personal information, including disclosing data to law enforcement authorities in case of threats to the safety of users or of others. Gofancy collects and uses personal information to the extent necessary for its legitimate interests.

To maintain and enhance our users' safety and security. For example, we collect background check information (where permitted by law) to prevent unsafe users from providing services through our apps. We also use personal information to prevent use of our services by users who have engaged in inappropriate or dangerous behaviour, such as retaining information of banned users to prevent their use of Gofancy's apps. We also use usage information to prevent matching of passengers and drivers for whom there is a higher risk of conflict (e.g. because they have been the subject of prior complaints from other users).

To prevent, detect and combat fraud in connection with the use of our services. For example, Gofancy uses user profile, location, device and usage information to identify and prevent circumstances when users attempt to defraud Gofancy or other users. To inform law enforcement officials regarding criminal acts or threats to public safety, to provide customer support.

To optimise our service and develop new services. This includes, for example, identifying the best pick-up/drop-off locations, recommending (new) features, improving navigation, enhancing pricing, and matching passengers and drivers or delivery recipients and partners. For research and analytical purposes. This includes, for example, analysing usage trends to improve user experience and enhance the safety and security of our services. For direct marketing purposes. This includes, for example, analysing data and tailor marketing messages to user needs.

Gofancy collects and uses personal information to the extent necessary for the interests of other persons or the general public. This includes sharing information in connection with legal or insurance claims to protect the rights and safety of others.

Gofancy may also process personal information when necessary regarding a substantial public interest, on the basis of applicable laws.

Gofancy is subject to legal requirements in the jurisdictions in which it operates that require us to collect, process, disclose and retain your personal data. For example, Gofancy is subject to laws and regulations in the United Kingdom that require us to collect and retain information about your trips, to retain such information for extended periods of time, and to provide copies of such information to governmental or other authorities. Gofancy uses your information to comply with such laws to the extent that they apply to your use of the Gofancy apps.

Gofancy may also share information with law enforcement, or requests by third parties pursuant to legal processes. For more information about such sharing, please contact Customer Relations.

Gofancy may collect and use your information on the basis of your consent. You can revoke your consent at any time. If you revoke your consent, you will not be able to use any services or features that require collection or use of the information we collected or used on the basis of consent.

Gofancy relies on consent in connection with data collection or uses that are necessary to enhance the user experience, to enable optional services or features, or to communicate with you.

The following types of data collection or use are carried out on the basis of your consent. These include: Location information, live location, discounts, news, notifications regarding your account and trip updates. To see and control the information, you can ask Gofancy to provide you with explanation, copies or correction of your data.

The Settings menu in the Gofancy customer app gives users the ability to set or update their location and contacts sharing preferences, and their preferences for receiving notifications from Gofancy. Gofancy uses passenger' device location services to make it easier to get a safe, reliable trip whenever you need one. Location data helps improve our services, including pick-ups, navigation and customer support.

If you disable the device location services on your device, your use of the Gofancy app will be affected. For example, you will need to enter your pick-up or drop-off locations manually. In addition, location information will be collected from the driver during your trip and linked to your account, even if you have not enabled Gofancy to collect your location information.

If you have enabled the device location services on your mobile device, you can also enable Gofancy to share your location with your driver from the time you request a trip to the start of your trip. This makes it easier for your driver to pick you up.

You can use the Gofancy app if you have not enabled location sharing, but it may be more difficult for your driver to locate you.

Gofancy provides users with trip status notifications and updates related to your account. These notifications are a necessary part of using the Gofancy app and cannot be disabled. You can enable Gofancy correspondence to send you push notifications about discounts and news from Gofancy or opt out.

After every trip, passengers are able to rate their driver, as well as give feedback on how the trip went. This system holds drivers accountable for their behaviour. Accountability helps create a respectful, safe environment for both drivers and passengers.

Gofancy can provide a detailed explanation regarding the information Gofancy has collected about you and how it uses that information. We can send you a copy of the information collected about you and correct any inaccurate information.

You can also edit the name, phone number and email address associated with your account through the Settings menu in Gofancy's apps. You can also look up your trip history in the Gofancy apps.

You can opt out of receiving promotional emails from Gofancy. You can also opt out of receiving emails and other messages from Gofancy. Please note that, if you opt out, we may still send you non-promotional messages, such as receipts for your trips or information about your account.

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that apps cannot access without your consent. These platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the Gofancy app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the Gofancy app seeks before you first use the app, and your use of the app constitutes your consent.

We may occasionally update this policy. If we make significant changes, we will notify you of the changes through the Gofancy apps or through other means, such as email. To the extent permitted under applicable law, by using our services after such notice, you consent to our updates to this policy. We encourage you to periodically review this policy for the latest information on our privacy practices. We will also make prior versions of our privacy policies available for review.

If you have any questions relating to this privacy policy or how we use your data, please send them to sales@gofancy.co.uk alternatively, please post or email us using the below details:

Write to:

Office 129,
Building 3
566 Chiswick High Road,
Chiswick Park,
London,
United Kingdom,
W4 5YA

Call us:

Telephone 020 8899 6547, 9:00am - 18:00pm Monday – Friday and Bank Holidays