

## **IRU UPTOP Global Taxi Network (UpTop)**

### **PRINCIPLES, RULES AND PROVISIONS GOVERNING THE OPERATION OF UPTOP**

#### **1.1. *UpTop Definition, its members and partners***

- 1.1.1. The IRU UpTop Global Taxi Network (hereinafter “UpTop”) is a network created to promote high quality and safe services to customers by making use of the latest technology related to smartphone applications for taxis, in full compliance with the regulatory framework in force. It shall be an integral part of the IRU Group “Taxis and Hire Cars with Drivers” (hereinafter defined as “TA”).
- 1.1.2. The members of UpTop shall be the IRU taxi trade member associations (hereinafter the “Member(s)”).
- 1.1.3. The partners of UpTop (hereinafter “Partner(s)”) shall be any taxi smartphone application service provider, which has been duly certified according to the terms described within this document.
- 1.1.4. The UpTop International Evaluation Committee (hereinafter “the Committee”) shall mean the International Committee, created by UpTop, which is in charge of analysing, evaluating and deciding upon the applications submitted by taxi smartphone application service providers wishing to become an UpTop Partner. It shall be composed of experts with a legal and operational background, both from the IRU Secretariat and as nominated by Members.
- 1.1.5. Parties shall mean the IRU, the TA, UpTop itself, its Members and its Partners.

#### **1.2. *How to become an UpTop Partner***

- 1.2.1. Any taxi smartphone application service provider is entitled to apply to become a Partner by effectively and jointly: (i) meeting the objective and non-discriminatory Service Quality Conditions described in paragraph 1.5.2 (hereinafter also defined as the “Quality Standard”), (ii) filling and signing the Standard UpTop Application Form and (iii) presenting its Dossier before a Member or the Committee, as the case may be. In their relationships among

themselves, their partner applications and with taxi service providers, Partners shall also comply with the UpTop Service Quality Conditions described in paragraph 1.5.2.

- 1.2.2. In cases where candidate Partners operate several taxi smartphone applications, all their taxi smartphone applications must comply with the UpTop Service Quality Conditions described in paragraph 1.5.2.
- 1.2.3. UpTop does not interfere in any way with the commercial relationships between the taxi smartphone service providers themselves, and between taxi smartphone service providers and taxi service providers.
- 1.2.4. Partners shall pay to UpTop an annual partnership (membership) fee of EUR 5,000 (five thousand Euros) or the equivalent in other currencies. The partnership fee should be paid within 60 (sixty) days of the invoice date.
- 1.2.5. The Committee and the Members are allowed to decide on UpTop partnership fee discounts to be provided to their own members applying to become UpTop Partners. In such cases, UpTop Members shall be allowed to decide, at their own discretion, on the definition of “member”, according to their specific legal, administrative, statutory and national provisions and rules. When making use of such discounts, the following fees shall be applicable:
  - a) The sum of EUR 2,500 (two thousand five hundred Euros) *UpTop partnership discount fee*, or the equivalent in other currencies, exclusively applicable to their own members with national coverage to be paid to UpTop. Such amount is equivalent to a 50% (fifty per cent) *UpTop partnership fee discount*, and
  - b) The sum of EUR 1,000 (one thousand Euros) *UpTop partnership discount fee*, or the equivalent in other currencies, exclusively applicable to their own members with local coverage to be paid to UpTop. Such amount is equivalent to an 80% (eighty per cent) *UpTop partnership fee discount*.
- 1.2.6. New Partners, certified as of 2015, who have paid their partnership fee for the calendar year of their certification, are exempted from partnership fee for the next calendar year.

### **1.3. Certification Procedure**

- 1.3.1. The certification request shall be composed of: (i) a standard application form (hereinafter “Application Form”), which shall be filled in and signed by the candidate Partner and (ii) any additional documents that might be requested by the Committee or by the Member, as the case may be, to prove that the candidate fully and effectively meets the UpTop conditions and requirements. The Application Form and any additional documents, as stated therein, are

hereinafter jointly defined as the “Dossier”.

- 1.3.2. The Application Dossier shall be forwarded to the Committee or to the Member, as appropriate.
- 1.3.3. Certification of Partners is carried out either by the Member or the Committee, as follows:
  - by the Member - for national or local taxi smartphone application service providers from their own country;
  - by the Committee for: (i) international taxi smartphone application service providers; (ii) candidate Partners who have different subsidiaries in various countries, and (iii) in the cases mentioned in paragraph 1.3.3.1 below.
- 1.3.3.1. In cases where the Member is prevented, for any reason whatsoever, from evaluating, analysing and/or deciding on the Dossier submitted by the candidate Partner, the Dossier shall be transferred by this Member to the Committee for decision. The reasons for prevention include but are not limited to legal and statutory ones; doubts on how to proceed on the evaluation of the Dossier; doubts on the meaning of membership/non-membership of the candidate Partner, etc.

#### **1.3.4. Partners’ certification by the UpTop Member**

- 1.3.4.1. The standard certification procedure shall contain the following steps:
- 1.3.4.2. The candidate Partner should fill in and sign the UpTop Application Form.
- 1.3.4.3. The Member should review the Dossier and decide on the eligibility of the candidate Partner after presentation of the Dossier by the candidate Partner before the Member. The presentation of the Dossier shall contain at the minimum all the elements communicated by the Member to the candidate Partner prior to the presentation. Should the need arise, the UpTop Member may ask further questions and/or request additional documents, to prove that the candidate fully and effectively meets the UpTop conditions and requirements.
- 1.3.4.4. The decision taken by the Member on eligibility, acceptance or refusal of the candidate Partner can only be based on non compliance with the Quality Standard criteria established in paragraph 1.5.2 and/or, should it be the case, on non fulfilment of the requirements as per the additional documents subsequently presented. In case of refusal, the Member

should state the reasons for rejection.

- 1.3.4.5. Candidates whose application has been refused by the Member have the right to lodge an appeal with the TA, which shall decide on the case at its next meeting or at its earliest convenience.
- 1.3.4.6. In case the refusal is maintained by the TA, the candidate Partner may apply for certification once more. For this purpose, the candidate Partner should make another certification request, by filling in and signing another Application Form (and presenting the Dossier again before the Member, and by providing any additional documents that might be requested by the Member). In addition, it shall demonstrate that it has remedied the grounds for refusal stated by the Member.
- 1.3.4.7. The Member should review the new Dossier and decide on the eligibility of the candidate Partner after presentation of the Dossier by the candidate Partner before the Member. In the case of another refusal, the Member should state the reasons for rejection. Candidates whose application has been refused by the Member for the second time are not entitled to lodge another appeal with the TA and cannot apply for another certification for a period of 2 (two) years as from the date of the second refusal.
- 1.3.4.8. In cases where the Dossier presented by the candidate Partner is incomplete (without all the information as per the Application Form, and/or the presentation is not made, and/or where the additional documents requested are not submitted), admission will be automatically denied.
- 1.3.4.9. In the exceptional circumstances that national and or regional legislative, administrative, market and operational requirements are not foreseen in the rules and provisions of UpTop, the Member may issue Guidance Notes to evaluate candidate Partners, provided that the Guidance Notes are non-discriminatory and in line with the rules and provisions of UpTop. The Guidance Notes shall be initially submitted to the Committee for approval before they may be temporarily implemented by the Member. The Guidance Notes shall be submitted to the TA for final and definitive approval at its next meeting.
- 1.3.4.10. The Member may charge non-discriminatory certification fees of maximum EUR 1000 (one thousand Euros) (or equivalent in other currencies) in order to cover the administrative costs related to the

certification procedure. The certification fee should be paid within 60 (sixty) days from the invoice date to the Member.

### **1.3.5. Partners' certification by the UpTop International Evaluation Committee**

1.3.5.1. The standard certification procedure shall contain the following steps:

1.3.5.2. The candidate Partner should fill in and sign the UpTop Application Form.

1.3.5.3. The Committee should review the Dossier and decide on the eligibility of the candidate Partner after presentation of the Dossier by the candidate Partner before the Committee. The presentation of the Dossier shall contain at the minimum all the elements communicated by the Committee to the candidate Partner prior to the presentation. Should the need arise, the Committee may ask further questions and/or request additional documents, to prove that the candidate fully and effectively meets the UpTop conditions and requirements.

1.3.5.4. The decision taken by the Committee on eligibility, acceptance or refusal of the candidate Partner can only be based on non compliance with the Quality Standard criteria established in paragraph 1.5.2 and/or, should it be the case, non fulfilment of the requirements as per the additional documents subsequently presented. In case of refusal, the Committee should state the reasons for rejection.

1.3.5.5. Candidates, whose application has been refused by the Committee, have the right to lodge an appeal with the TA, which shall decide on the case at its next meeting or at its earliest convenience.

1.3.5.6. In case the refusal is maintained by the TA, the candidate Partner may apply for certification once more. For this purpose, the candidate Partner should make another certification request, by filling in and signing another Application Form (and presenting the Dossier again before the Committee and by providing any additional documents that might be requested by the Committee). In addition, it shall demonstrate that it has remedied the grounds for refusal stated by the Committee.

1.3.5.7. The Committee should review the new Dossier and decide on the

eligibility of the candidate Partner after presentation of the Dossier by the candidate Partner before the Committee. In the case of another refusal, the Committee should state the reasons for rejection. Candidates whose application has been refused by the Committee for the second time are not entitled to lodge another appeal with the TA and cannot apply for another certification for a period of 2 (two) years as from the date of the second refusal.

- 1.3.5.8. In cases where the Dossier presented by the candidate Partner is incomplete (without all the information as per the Application Form, and/or the presentation is not made, and/or where the additional documents requested are not submitted), admission will be automatically denied.
- 1.3.6. Upon certification, by the competent certifying body, of the candidate Partner's eligibility to UpTop, Partners shall meet at all times the UpTop Service Quality Conditions (paragraph 1.5.2) under which they have been granted admission to UpTop.
- 1.3.7. As a rule, the certification procedure shall be completed within 3 (three) months after submission of the request by the candidate Partner.
- 1.3.8. Partners and their taxi service providers are encouraged to make the widest possible promotion and use of the UpTop values, visuals and labels, whilst respecting local rules.

#### **1.4. Review of the certificates**

- 1.4.1. Partners' certificates shall be reviewed every 3 (three) years from the date of their certification. Should the Member or the Committee, as the case may be, have reasonable doubts that a Partner no longer meets the UpTop conditions and requirements, the Member or the Committee, as the case may be, reserve the right to review Partners' certificates prior to these 3 (three) years.
- 1.4.2. Partners' certificates shall also be submitted for renewal no later than 1 (one) month after one of the following changes has occurred:
  - (1) modification of the legal form or statutes of the candidate Partner, further to either a merger, acquisition or partial business transfer, and if;
  - (2) the candidate Partner becomes bankrupt or goes into liquidation, or administration, or if a petition for winding up has been presented against it whether voluntarily or compulsorily (in accordance with applicable regulations).
  - (3) the local or national Partner initially certified by the Member becomes an international taxi smartphone application service provider, either via

expansion of its geographic coverage or further to a merger, acquisition or partial business transfer. In this case, the review of the Partner's certificate shall be performed by the Committee.

### **1.5. Non-discriminatory Partner standard conditions**

- 1.5.1. Any taxi smartphone application service provider is eligible and entitled to apply to become an UpTop Partner.
- 1.5.2. To become an UpTop Partner, taxi smartphone application service providers must comply with the following Quality Standard criteria:

#### **DISPATCHING**

Orders are only sent to properly licensed taxi companies or properly licensed taxi drivers and taxis, in compliance with the relevant jurisdiction's rules.

#### **SAFETY**

Only properly licensed taxi vehicles are used to provide trips, and

Only properly certified or authorized taxi drivers are used to provide trips.

#### **SERVICE QUALITY**

Service response times for application requests are equal to, or better than comparable industry standards, and

The application provider has effective processes and procedures for assisting passengers to recover their lost property and resolving customer complaints.

#### **FARES & PAYMENT**

Passengers are given the possibility to only pay the required fares as displayed on the in-vehicle taximeter.

#### **NO DISCRIMINATION**

Requests for services by passengers cannot be declined, and

Requests for accessible services are accepted equally and on effectively the same terms as other requests.

#### **ACCOUNTABILITY**

The privacy of passengers' trips and personal details are protected, and

Operational performance data and measures are available to the relevant tax regulators.

## **LAWFULNESS**

The application itself and the taxi smartphone application service provider comply with all legislative and regulatory requirements applicable to their operation.

- 1.5.3. All taxi smartphone application service providers, which have been properly certified as meeting the requirements established in paragraph 1.5.2, shall be able to join UpTop.

## **2. Provisions regarding the IRU (web-based) list of certified partners**

- 2.1 All Partners, their area of coverage and the links to their smartphone application(s) shall be available on the IRU web-based List of Certified Partners (hereinafter "CPL").
- 2.2 The CPL shall be maintained by the IRU and any changes or amendments concerning the Partner's smartphone application, including but not limited to the additional areas covered by it, shall be communicated in writing to the IRU within 1 (one) week from the date when the changes are made available on the Partner's smartphone application.
- 2.3 The CPL is for information only. Therefore, it does not link or bind Members and Partners in any manner whatsoever. Nor does it oblige any Member to follow its contents.

## **3. Provisions on irregularities and exclusion of partners**

- 3.1 The Committee or the Member, as the case may be, reserves the right to exclude any Partner which no longer meets the UpTop conditions and requirements, or/and any Partner which violates any of the provisions established in this document.
  - 3.1.1 Partners, who have been excluded by the Committee or the Member, as the case may be, have the right to lodge an appeal with the TA, which shall decide on the case at its next meeting or at its earliest convenience.
  - 3.1.2 In case the exclusion is maintained by the TA, the Partner may apply for certification once more. For this purpose, the excluded Partner should make another certification request, by filling in and signing another Application Form (and presenting the Dossier again before the Committee or the Member, as the case may be, and by providing any additional documents that might be



requested by the Committee or the Member, as the case may be). In addition, it shall demonstrate that it has remedied the grounds for exclusion stated by the UpTop.

- 3.1.3 The Committee or the Member, as the case may be, should review the new Dossier and decide on the eligibility of the excluded Partner after presentation of the Dossier by the excluded Partner before the Committee or the Member, as the case may be. In case of refusal, the Committee or the Member should state the reasons for rejection. Excluded Partners whose new application has been refused are not entitled to lodge an appeal with the TA and cannot apply for another certification for a period of 2 (two) years as from the date of the refusal.
- 3.1.4 In cases where the Dossier presented by the excluded Partner is incomplete (without all the information as per the Application Form, and/or the Presentation is not made, and/or where the additional documents requested are not submitted), admission will be automatically denied.

#### **4. Amendments**

- 4.1 The terms and conditions of this document shall be reviewed at regular intervals, i.e. every two years, by the TA and, should the need arise, be modified to reflect new operational and legislative conditions, and to adapt to technical progress.
- 4.2 In this case, the IRU Secretariat, responsible for TA activities, shall notify all Partners and Members in writing of any amendments, and Partners will have a 3 (three) months term to implement the necessary changes (if any), from the date such notification is received by them.

#### **5. Termination**

- 5.1 The TA may cancel the terms of this document subject to three (3) months' notice in writing to Members and Partners. In this case, the Partners will not be entitled to any financial compensation, reimbursement or indemnity.
- 5.2 Any Partner no longer wishing to belong to UpTop is entitled to leave it, without paying any fee or any other sum (except in case any fee is due and pending), by simply sending a written notification to the IRU Secretariat. The IRU Secretariat will have a 3 (three) month term, from the date it receives such notification, to withdraw the Partner's name from the CPL.
- 5.3 The leaving Partner will not be entitled to reimbursement of any sum already paid, nor to any indemnity or financial compensation.

#### **6. Applicable law**

- 6.1 This document is construed and shall be governed in accordance with the laws of Switzerland.

## 7. Final provisions

- 7.1 In the event that one of the provisions of this document is defined as being invalid by or as a consequence of any law, or act of any supranational or national governmental authority, or political subdivision thereof having jurisdiction over any Party (IRU, TA, UpTop, Members, Partners and/ or Committees), all its other provisions shall remain in full force and effect.
- 7.2 In any such event, all the Parties shall use their best efforts to come to an arrangement as close as lawfully possible to the arrangement of the invalid provision.
- 7.3 This document constitutes the entire agreement between the Parties with reference to the subject matter hereof and supersedes any previous agreement or arrangements existing between the Parties and regarding such subject matter.

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