

Terms and Conditions of Customer

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By registering at or merely browsing through Our Site, you have approved to be bound by all of these Terms and Conditions of Service for use and access of the Site.

For the purpose of these Terms and Conditions, wherever the context so require 'you' shall mean any legal person who has affirmed to become a member of the Website by providing registration data while registering on the Site as registered user.

Accessing, or otherwise using the Site indicates your agreement to all the terms and conditions of this Agreement, so kindly read this Agreement carefully before proceeding.

This Agreement is entered into between you as the customer (hereinafter referred to as the "Customer" or "you" or "User" wherever the context so requires) ONE PART

AND

Taxi/Cab/Bus Service Provider, having its business address/registered office provided at the time of registration, through its owner/principal/authorized partner/authorized director, hereinafter referred to as "Service Provider" (which expression shall unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns),SECOND PART

AND

Kuldew Technologies Pvt. Ltd, a company having its office at _____ hereinafter referred to as "Company" (which expression shall unless it be repugnant to the subject or context thereof, include its successors in interest and permitted assigns), (hereinafter referred to as the "Company"/ "we"/"us"/"Our").....THIRD PART

RECITALS

WHEREAS:

- Service Provider is in the business of providing various transportation services such as cab services, taxi services, bus services or Vehicle rental services within India. The term 'Service Provider' shall include Vehicle owners, tour and travel operators, car rental businesses, cab businesses, taxi businesses or the drivers of the Vehicles (as the context may require) etc., but does not include third party service providers.

- Company owns and runs a Website named and registered as www.kuldew.in and www.gaadibooking.com and any other domain owned by company which shall include any software or application or the like of the said domain name ("Website"), which is an internet based content and e-commerce marketplace using an entire system including the Website and telecommunication media like SMS, email, phone calls, mobile application etc (together "Platform"), to bring together Service Providers and consumers in any or all forms of travel sectors for a fee and/or share in revenues.
- Service Provider and Company have been in discussions regarding the terms and conditions of potential Listing of the cab, taxi, car rental, travel services offered by the Service Provider&third party service providers on the Platform for the benefit of potential user.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration the receipt and adequacy of which is hereby acknowledged and the mutual covenants and promises stated herein, the Parties intending to be bound legally, agree as follows:

I. Definitions

- I.1 "Applicable Law" means any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders.
- I.2 "App" shall mean mobile software applications on multiple platforms such as android, IOS etc.
- I.3 "Charges" would mean any charges and fees imposed by Kuldew Technologies Pvt. Ltd to the registered customer for using the services. The charges are liable to change from time to time.
- I.4 "Customer" includes but not limited to the applicant who registers for availing our services; any other person who utilizes the platform services
- I.5 "Driver" shall mean the individual that executes the duty of rendering cab services of the service provider.
- I.6 "Account" means the account created by customer on the Site.
- I.7 "Wallet" means a pre-paid account issued by us for cobranding arrangement with an entity.
- I.8 "Site" shall mean www.kuldew.com , www.kuldew.in and www.gaadibooking.com and mobile application as may be established by Kuldew Technologies Pvt. Ltd from time to time.
- I.9 "Service Providers" shall include Users registered on the Website to offer services which includes but not limited to passenger transport through cab services, taxi services or giving Vehicles on rent, either within city or outside city basis all over India or such other services as the Company may decide about Listing on the Website from time to time, and if the context so requires the term shall also include the agents or contractors of the Service Provider.

- 1.10 "Services" shall mean shall mean services offered by the Service Provider which currently include passenger transport through cab services, taxi services, bus services or giving vehicles on rent with self-drive facilities, either within city or outside city basis all over India.
- 1.11 "Transaction" means every cab service order placed by the customer.
- 1.12 "Third Party Service Providers" shall include but not limited to travel agents and other facilitators offering similar services
- 1.13 "Vehicle" includes but not limited to bus, car, cabs & taxis etc.
- 1.14 "Website" shall refer to www.kuldew.com , www.kuldew.in and www.gaadibooking.com
- 1.15 "You ", "Your" or "Yourself" shall refer to Customer or his representative and any user accessing the Site.

2. By using the Application or Website you agree to the following:

- 2.1 By continuing browsing and using this Application, you agree to comply with and be bound by the terms and conditions of use. By registering on the App, the user acknowledges, accepts and agrees to abide by the terms and conditions.
- 2.2 That by downloading and installing the App, you agree to receive communication related to various promotional offers run by Company from time to time.
- 2.3 That the Customer shall ensure to provide us with accurate, complete, up-to date and correct data while acquiring registration.
- 2.4 Company reserves the right to use the data provided by the customer after registering on App to use in any manner in connection with the Services at its sole discretion.
- 2.5 You understand and agree that the Company and the Platform merely provide a marketplace or Platform to its Users who access the Platform for hiring and offering travel (including cab services, taxi services, vehicle rental services), Ride Sharing Services etc. Moreover, the user understands and agrees that Company is ONLY an online marketplace and it does not operate taxi services on its own.
- 2.6 The User understands and agrees to avail taxi service of the Service Provider wherein such arrangement for taxi hire is with the Service Provider and APP is not liable to you for the provision of these services.
- 2.7 The User agrees that Company shall not be responsible for to the following:
- 2.7.1 Vehicle not departing/reaching on time;
- 2.7.2 The driver being rude;
- 2.7.3 The Vehicle seats not being up to User's expectations;
- 2.7.4 The baggage of the User getting lost/stolen/damaged;
- 2.7.5 The Service Provider cancelling the trip due to unavoidable reasons;
- 2.7.6 The User being dropped to nearest location in order of preference and not at a particular place which is not on the route.

- 2.7.7 The Service Provider changing a booked cab at the last minute due to unavailability of the requisite cab by the User.
- 2.7.8 The actual overall appearance and the details differs from that of the image as shown on the website/portal.

2.8 That the contents of the pages of this website are for your general information and use only and are subject to change without notice.

2.9 The User further agrees and understands the following:

- 2.9.1 That it shall be present 15 minutes in advance at the boarding point to avoid delays during the journey.
- 2.9.2 That it shall carry a copy of confirmed booking with personal identification proof such as PAN, Driving License etc. for verification, failing which, the User may not be allowed to board the vehicle by the service provider or the driver.
- 2.9.3 That it shall ensure appropriate behaviour and shall not be allowed to travel if found intoxicated or under influence of any drug or substances of similar nature.
- 2.9.4 That it shall not smoke; chew tobacco or such other substances during the journey.
- 2.9.5 In case of break down or accident of taxi wherein the Service Provider has not been able to make alternative arrangement, Company shall felicitate to provide proportionate refund from the Service Provider to the User for the uncovered distance. Notwithstanding the above, any claims, liabilities or legal cost arising out of such aforementioned event shall be borne by the Service Provider.
- 2.9.6 That Company does not warrant or make any representations regarding the use of or the result of the use of the taxi services given on the website in terms of their correctness, accuracy, reliability.
- 2.9.7 That the SMS service provided by Company is an additional facility & shall not hold Company liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by the User on account of the SMS facility.

3. Services Provided to the Customer

- 3.1 An Electronic Payment System has been devised by the Company which can be channelled through internet medium and mobile phones. This system is user friendly and Customer can use this system for easy payment method.
- 3.2 This Electronic Payment Method shall secure all kinds of payment transaction, including but not limited to online transactions. Electronic payment system are channelized through company and in case of electronic payments; payments are made to company's account and then to service provider.

3.3 The Customer shall be issued digital coupons by the Company to avail the services of Electronic Payment System. These coupons can be purchased by depositing cash or cheque at the office of any authorized dealer or by online payment through debit/credit card. The Customer can also purchase Pre-paid cards, wherein the Customer shall be allotted with a unique PIN number through which he/she can process the transaction via our website or SMS. Once the coupons are purchased, the Customer shall not be permitted to encash these Coupons. Notwithstanding the above, it shall be the sole discretion of the Company as to whether or not issue digital coupons / pre-paid cards etc. for the aforementioned purpose or for any other purpose whatsoever.

4. Eligibility

4.1 A minor i.e. a person who has not attained the age of 18 shall not be eligible to use our services. As a minor is not competent to enter into any contract as per the Application Laws. However, a Minor can avail our services through their parents or legal guardian by registering as users on our site.

4.2 The Customer shall be solely responsible if a non-eligible person uses their account, for which we shall not be held liable.

4.3 Company has the right to terminate membership or refuse to offer services if it is brought to our notice that the person availing our services is a minor or is incompetent to enter into contract.

4.4 Company banks on the information provided by the customer and hence Company shall not be liable if the information provided is false and the person availing the service is Minor.

4.5 If you are not eligible to avail our services, kindly abandon any and all attempts to register with us.

4.6 To be eligible to List Services on the Platform, the Service Provider are required to separately register on Service Provider's registration page on the Website or provide necessary details in writing to the Company as directed. The Service Provider shall provide complete details including without limitation, Service Provider's name, details of the authorised signatory, Service Provider's contact details including an Indian mobile number, Service Provider's bank account details, details of the Services offered, details of Service Provider's business and facilities etc., as a part of the Service Provider's registration or at a later date in lieu of or in addition to the such details.

4.7 Moreover, the Service Provider in order to be eligible; must ensure that the services provided by it adheres to the Motor Vehicle regulations and proper licenses are issued by the State Transport Authority.

5. Registration

5.1 A Customer can get themselves registered with us, by providing us with their valid contact details, which includes their phone number, e-mail address, and any other additional information deemed to be necessary as per RBI regulations to

satisfy “KYC Norms” (Know Your Customer Norms) or any other information as we may deem appropriate for providing registration.

- 5.2 The Customer shall ensure to provide us with accurate, complete, up-to date and correct data while acquiring registration. Company shall not bear any liability towards any false, inadequate, old or inappropriate data provided by the Customer. In case of any change in the data information the customer shall promptly up-date their account information, to ensure effective communication from us.
- 5.3 The Customer shall hereby expressly assent to receive communications from the Company via your registered phone number or email ID. The Customer shall agree not to amount any of our communication as spam, unsolicited communication or defilement of your registration on the national do not call registry.
- 5.4 The Customer shall be solely accountable for maintaining the confidentiality of their Registration Data. Company shall not be responsible for any transaction or any activity that occurs through the Customer’s account, whether initiated by the Customer or any third party. Customer shall hold us indemnified for any loss incurred as a result of someone else using your password or account either with or without your knowledge.
- 5.5 The Company reserves the right to terminate your account if it comes into notice that the information provided by you is incorrect and deceptive in nature including but not limited to any fraud charges against you.
- 5.6 Company shall reserve right to share the customer’s information with government or concerned authorities for the purpose of investigation.
- 5.7 Customers shall immediately bring to our notice if any unauthorized usage of their account has taken place.

6. Service Providers responsibility:

6.1 Service Provider undertakes that:

- 6.1.1 The Company and the Platform are mere facilitators acting as a market place for End Customers and Service Providers of Services. The Company by providing facilities on the Platform does not in any way, become a party to the contract for the provision of Services.
- 6.1.2 The Service Provider shall not engage in any unfair consumer practice or any such practices that are forbidden under applicable Laws, including but not restricted to the Consumer Protection Act, 1986.
- 6.1.3 The Service Provider represents and confirms that Service Provider is solely and exclusively entitled to offer all Services that Service Provider proposes to offer for sale on the Platform.

- 6.1.4 The Service Provider hereby represents and warrants that he possesses valid legal and registration documents in respect of the Vehicle, whether owned, hired, leased or managed.
- 6.1.5 The Service Provider shall ensure that the Passengers/Customers pays the correct fare as displayed in the technology firmware/App/Web. The Service Provider should collect all the other charges such as parking charges, additional night surcharges, toll charges (if any) and inter-state toll taxes from the customer.
- 6.1.6 The Service Provider must ensure that the driver have a functioning mobile number which the Company can use to contact or send details about the trip. Service Provider shall maintain all documents pertaining to the personal details and whereabouts of all drivers.
- 6.1.7 In the event that any driver wants to go on leave, it shall be the responsibility of the Service Provider to arrange for a replacement driver pertaining for the duration of absence after providing an advance notice of three days. Such replacement drive must adhere to the standards as defined by the Company.
- 6.1.8 The Service Provider must comply with any discounts that is offered to the Customer by the Company.
- 6.1.9 The Service Provider shall ensure that each driver is aware of the prominent routes and destinations and that each driver carries a road map in the vehicle at all times.
- 6.1.10 The drivers of the vehicles shall be sole responsibility of the Service Provider and should ensure the excellent behaviour and discipline of the driver. The Company shall not be liable or responsible to the drivers of the vehicle for any reason whatsoever, whether employed by Service Provider or otherwise.

7. Use of Site

7.1 The Customer shall be bound by the following principles while using this Platform:

- 7.1.1 The Customer shall refrain from hosting, modifying, transmitting, updating or sharing any information that:
 - 7.1.1.1 Belongs to another person and to which you do not have any right to trespass that users use of this site.
 - 7.1.1.2 Deceptive in anyway.
 - 7.1.1.3 Interferes with any third party's rights; including but not limited to rights of privacy.
 - 7.1.1.4 Violates someone's privacy or creating computer viruses.
 - 7.1.1.5 Tries to gain illegal access or exceeds the scope of approved access to the site, account information of another user, or any other area of this site or solicits password or personal information for illegal purpose.
 - 7.1.1.6 Intrudes upon any law from time being in force.

- 7.1.1.7 Impersonate another person.
- 7.1.1.8 Contain software viruses or any other computer code that may damage, interfere, diminish or seize or hinder proper functioning of the site or any transaction being conducted on the Site;
- 7.1.1.9 Is incorrect, erroneous and disingenuous;
- 7.1.2 Any user of this Site shall prohibit from using any manual process to access, attain, duplicate or monitor any portion of the Site or any content or in any way replicate or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to achieve any materials, documents or information through any means not deliberately made available through the Site. The Company reserves the right to bar any such activity.
- 7.1.3 The user shall not use the Site or any Content for any purpose that is illegal or forbidden or to solicit the performance of any unlawful activity or other activity that interferes with the Company's rights.
- 7.1.4 Any individual accessing this Site shall not reverse engineer, decompile and disassemble any software used to provide the Services.
- 7.1.5 The user shall not make any deleterious, belittling or slanderous statement(s) or comment(s) about the Company or the brand name or domain name used by the Company or otherwise engage in any conduct or action that might tarnish the image or reputation, of Us or our merchants on platform or otherwise tarnish or dilute Our service marks, trade name and/or goodwill associated with us.
- 7.1.6 The Customer shall be sent information regarding services, discounts and promotions only upon consenting to receive this service. Customer can opt for this service by clicking on "Accept" or "Decline" option. If you accept to receive our services, then we shall provide you with latest information and offers via SMS or E-mail. User at any point of time can opt to discontinue this service by clicking on the link provided for discontinuation of this Service.

8. Relationship between the parties

- 8.1 This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties.
- 8.2 The Service providers acknowledge and agree that Service providers' provision of transportation services to Users creates a legal and direct business relationship between service provider and the User, to which Company is not a party.

9. Site Content

- 9.1 All the Content seen on the Site, which includes text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, design structure, selection, coordination and arrangement of the

content is owned, licensed and controlled by the Company. Additionally, Our site content is secured by various Intellectual Property Rights and unfair competition laws.

- 9.2 Without the Company's prior written consent the content of this site cannot be copied, reproduced, uploaded, posted, translated or transmitted. Any individual who fraudulently tries to infringe Our IPR rights shall be held liable to the institution of legal proceedings, both civil and criminal.

10. Ratings

10.1 Users are entitled to write reviews and rate the Services as well as the Service Provider on the App, which the Website/App shall collate, based on information provided by Users orally or writing and using criteria set out in the Policies.

10.2 It is optional and recommended that the users rate every other user they travel with, rating them with grades or leaving a comment about the shared ride. The Ratings are of exclusive use of Company in order to provide a better service to users. The Company holds the right to exclude/block users from the Platform in case of too many complaints or poor ratings.

10.3 Service Provider ratings are shown on the Website merely for the benefit of the User. Company accepts no responsibility for any loss, direct or indirect, or consequential, or any harm caused to the User due to the conduct of the Service Provider and/or its drivers, employees, agents or contractors.

11. Charges

11.1 Company does not charge any fee for browsing and booking of Services on the Platform. User can create free membership accounts on the Platform. In particular, Company may at its sole discretion introduce new services and modify some or all of the existing Services offered on the Platform.

11.2 The Company may charge the Service Provider based on any combination of mechanisms that it deems fit at the appropriate time and the Company shall communicate about the fee and charges to the service providers from time to time via platform, app website, sms, phone, email facsimile or any other suitable mode of communication.

12. Loading of Wallet

12.1 The Company shall be introducing the option of availing wallet facility wherein; Customer can refill the Wallet by using only those methods of the payment as permitted by the Company. These payment methods may periodically be reviewed by the Company.

12.2 The Customer will be required to provide "Payment Details" to load or reload money into the Wallet. The Company shall be authorised to reload the Wallet

once the Customer concedes and approves for the same by providing Payment Details. The Customer shall provide correct, complete, existing and precise Payment Details for uploading the wallet. The Company shall not bear any responsibility for the penalties if the User provides incorrect, old, partial or improper Payment Details.

12.3 The customer shall represent and warrant that he/she is legitimately and completely authorised to use any debit card, credit card, bank or any other method that he/she may use to load funds into his/her Wallet. In case, the Customer does not have sufficient funds or is not authorised access to use such modes to load wallet, we shall not be held responsible for the same. Notwithstanding the above, the aforementioned conditions shall only come into effect with the introduction of wallet facility by the Company.

13. Refunds

13.1 The Company shall make reasonable efforts to respond to refund request at the earliest. Please note that We will not be responsible for delays, which may be caused by any third parties such as banks and Merchants, on whom We rely while processing Your refund request or delay caused in the case of any or any force majeure events which are beyond Our reasonable control. Therefore, we bear no liability for the processing of the refund requests. The Customer can claim refund on any amount that has been debited from their account by making a refund request and explaining the circumstance for the refund request. If the refund request made is valid, then the Company shall grant the refund request and refund the requisite funds to the Customer's Wallet.

14. Non-Working Days

14.1 The Company is dependent on third parties like banks, in order to render timely services. Since, the Company does not have control over the third party, it shall not be liable to provide services or process payments on the Non-Working Days.

14.2 Non-Working Days include days declared as holidays by RBI or by the Service Provider.

14.3 The Company shall continue to render services on Saturdays and Sundays and on days declared as 'bandhs' or festival in any State or Union Territory of India.

15. Confidentiality

15.1 All communications between the Parties and all confidential information given to or received by the User from Company, and all information concerning the business transactions of Company with any entity or person with whom it may

or may not have a confidentiality obligation with regard to the matter in question, shall be kept confidential by the User unless specifically permitted to the contrary in writing to Company.

15.2 The User agrees and acknowledges that the data/information provided to Company during the term of this Agreement may be used by Company for the purposes of providing marketing information, informing about new services, inviting participation in various surveys and the like.

15.3 Further Company may at any time disclose any confidential information on a confidential basis to any prospective and current investors, strategic or financial, partners or service providers other than users of the Website.

16. Intellectual Property Protection

16.1 The Company is the sole owner and lawful owner of all the rights to the web site, mobile application or any other digital media and its contents. The content means its design, layout, text, images, graphics, sounds, video, etc. the website, mobile application or any other digital media content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws.

16.2 The Company is the sole owner of all related icons and logos which are registered trademarks or service marks or word marks of the Company in various jurisdictions. These marks are protected under applicable Intellectual Property laws. Illegal and unsanctioned copying, modification, use or publication of these marks is strictly forbidden.

17. Termination

17.1 In accordance to alterations in the internal policies or any breach of these Terms and Conditions by the Customer, the Company reserves right to alter, dismiss or suspend services at any time without any former notice.

17.2 The Customer can terminate his/her request by sending us a termination request on our help desk.

17.3 As per the reasons of termination mentioned in 17.1. & 17.2.; the Customer's wallet shall be made void and no refund shall be granted.

17.4 The Wallet shall stand terminated under the following conditions:

17.4.1 Non-Use of Wallet for a period of 6 months from the date of issuance.

17.4.2 Non-use of the Wallet for a period beyond 6 months from the date of the last use of Services transpired.

17.4.3 The Company shall inform the Customer prior 30 days about the expiry of the Wallet. This intimidation would be sent on the registered phone number/e-mail Id in the language preference as indicated by the customer at the time of registration.

18. Cancellation Policy

18.1 In the event of cancellation of the trip by the User prior to departure time, the Company shall be entitled to forfeit part of the Booking Amount and refund the remaining Booking Amount to the User only as follows:

- 18.1.1 Before 5 hours from the departure time: 100% of the Advance will be refunded subject to applicability of nominal transaction charges up to 5%
 - 18.1.2 Between 5 hours – 0 hours before departure time: 50% of the booking amount will be refunded subject to applicability of nominal transaction charges up to 5%
 - 18.1.3 After departure time & No Show: Full Charges for the entire trip plus taxes will be forfeited and retained within Company Account
- 18.2 In the event of cancellation of the trip or refusal to report to duty by the driver of the allotted vehicle prior to departure time, Service Provider shall be charged a fine as follows,
- 18.2.1 Before 5 hours from the departure time: No fine shall be charged
 - 18.2.2 Between 5 hours – 0 hours before departure time: Rs. 3000 (Rupees Three Thousand) on every such cancellation.
 - 18.2.3 After departure time & No Show: Rs. 5000 (Rupees Five Thousand) on every such cancellation.

19. PENALTIES

19.1 Following conditions will be considered as breach of Obligations, wherein the Service Providers shall be fined an penalty amount which shall be communicated on time to time basis if found involved in any of the following:

- 19.1.1 Asking for tips: Drivers are not allowed for tips from the Users; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.2 Wasting User's Time: Drivers are not allowed to stop the vehicle in between the journey for either filling up fuel or for any personal needs whatsoever; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.3 Personal Hygiene: Drivers are expected to maintain proper hygiene standards; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.4 Customer Service: Drivers shall greet customers before and after the journey & provide proper customer service; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.5 Car Cleanliness: The Service Provider should ensure that the car is being kept clean on regular basis; in default of which a warning would be given on

the first instance and that in case of any subsequent complaint, penalty shall be charged.

- 19.1.6 **Playing Loud Music:** Drivers are strictly prohibited from playing loud music; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.7 **Smoking/Tobacco/Pan Masala/Food Item:** The drivers are prohibited from smoking, chewing any masala or any other food item inside the car; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.8 **Adequate Change:** The Service Providers shall ensure that the drivers have adequate change with themselves so as to avoid causing any inconvenience to the Customer; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.9 **Fake Calls to Users:** The drivers should not in any circumstance make fake calls to the customer and should only provide a call for informing about the location of the car; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.10 **Delay in Pick Up:** The drivers are expected to reach the pick-up point earlier before the stipulated time and should inform the same to the customer; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.11 **Rude Behaviour:** Under no circumstances shall the driver argue or behave in a rude manner with the Customer; in default of which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged and in case of repeated default, all the outstanding bills shall be kept on hold until actual loss to the Company is assessed as a result of this breach or the agreement shall be terminated.
- 19.1.12 **Reporting Violation:** Drivers should provide proper and accurate meter readings to the Customer; failing which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.13 **Rash Driving:** Drivers are allowed to drive the Vehicle up to a maximum speed of 50 km/hr (Within City), 80 km/hr (on National Highways); beyond which the Vehicle will be considered as over speeding & a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.
- 19.1.14 **Driving License and other RTO related Documents:** Drivers are required to be in possession of all the RTO related documents and driving license at all time; failing which a warning would be given on the first instance and that in case of any subsequent complaint, penalty shall be charged.

- 19.1.15 Bookings Rejection: Drivers shall not reject the bookings if any at any cost under any circumstances, nor shall reject reporting to duty once it has received the duty; failing which a warning would be given on the first instance with a penalty and that in case of any subsequent complaint, the agreement shall be terminated.
- 19.1.16 Missing Luggage: It is the duty of the driver to hand over any luggage is left behind by the customer by informing the same; in case of any intentional default of the above by the driver/service provider, the agreement shall be terminated.
- 19.1.17 Traffic Rules: Drivers are liable to pay a penalty for any traffic violation
- 19.1.18 Drunken Driving: Driver shall not drink and drive under any circumstance; in default of which the driver shall be suspended with immediate effect and all the outstanding bills shall be kept on hold until actual loss to the Company is assessed as a result of this breach.
- 19.1.19 Extra Ordinary Circumstances: If the brand image of the Company is affected due to any other circumstances by the driver or the service provider, all the outstanding bills shall be kept on hold until actual loss to the Company is assessed as a result of this breach.

20. Disclaimers

- 20.1 The Company shall not be accountable for the quality, safety, consistency, legitimacy, or any other aspect of any service that the Customer may purchase using the Wallet. Use of the Service is at the customer's sole discretion. The Service provided by us is on an "as is" and "as available" basis. The Company renounces all warranties of any kind whether express or implied without prejudice to the forgoing paragraph. We do not warrant that:
- 20.1.1 This Site will be regularly accessible, or accessible at all; or
- 20.1.2 The data on this Site is comprehensive, factual, precise or non-misleading.
- 20.1.3 This Site; data, Content, materials, product (including software) or services included on or otherwise made available to You through the Site; the servers; or electronic communication sent by the Service Provider are free of viruses or other harmful components;
- 20.1.4 The Company does not permit anyone to make a warranty on their behalf and hence the User may not rely on any declaration of warranty as an assurance by us.
- 20.1.5 The Company and its representatives, officers, employees, agents and contractors shall not be responsible for any forfeiture, loss, claim, expenditure, cost (including legal costs) or responsibility arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Site, whether arising from the Company or any other person's negligence or otherwise.

21. Notices

21.1 Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the following address:

22. Indemnity

22.1 Customer shall defend, indemnify and hold the Company, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the use or purposed use of the Services by the Customer and shall pay such sums on demand.

22.2 Service provider indemnifies, defends, and holds the Company, the Platform, its officers, directors, employees, agents, shareholders and contractors harmless from and against any and all losses, liabilities, actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (collectively, "Loss") arising out of, or relating directly or indirectly from any breach by Service Provider of its obligations as aforementioned or any breach of Service Provider's representations and undertakings, or by any reason whatsoever and Service Provider shall forthwith pay all such sums forthwith on demand by the Company in writing.

23. Limitation of Liability

23.1 In no event shall the Company or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising (in any manner whatsoever) out of or in connection with the Website, the Pay Facility, services provided by service providers on behalf of the Website or the Company or any other services or these Terms and Conditions.

23.2 The Company's liability to the Service Provider under all circumstances is limited to a maximum amount of INR 200 (Indian Rupees Two Hundred Only). The Company, its associates, Affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability,

completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that of the operation of the Platform will be error free and/or uninterrupted. The Company assumes no liability whatsoever for any loss or damage, how so ever caused or suffered by the Service Provider arising out of the service offered by the Company. The Service Provider shall be liable to the Company for any loss caused to the Company due to the negligence of the Service Provider and/or his appointed operators/contractors and or any unlawful act or omission in the performance of the services.

24. Force Majeure

24.1 The Company shall not be responsible or liable for any delay or failure to perform its obligations under this Agreement due to unforeseen circumstances or any event which is beyond its reasonable control and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

25. Waiver

25.1 Save and except as expressly provided in this agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this agreement shall constitute a waiver by the Company to the agreement of that or any other right, remedy or power.

26. Alterations of Terms and Conditions

26.1 The Company reserves the right to alter or vary these terms and conditions at its absolute discretion upon giving reasonable notice to the Customer. The revised terms and conditions shall come into effect immediately from the day it is posted on the site. If the User wishes not to agree with the revised terms and conditions, the user must on immediate effect stop accessing our Site and services. However, any User who continues to access the Site will be bound by the amended terms and conditions and will be deemed to have accepted the revised T & C's.

27. Severability

27.1 If one or more of the provisions contained under the Terms of Use is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions under the Terms of Use.

28. Governing Law and Jurisdiction

28.1 These Terms will be governed by and construed in accordance with the Indian laws. It is agreed by and between the parties that the Courts at Mumbai will have the exclusive jurisdiction in respect .of any matter, claim or dispute arising out of or in any way relating to this Agreement.

29. Miscellaneous

29.1 If considered necessary by law or to do so for proper management the Company reserves the right to reveal any and all Cardholder information, including default in any payments or misuse of the service, to any court of competent jurisdiction, quasi-judicial authority, law enforcement agency, relevant wing of the Central Government or State Government, credit reference agency or financial institution.

29.2 The Customer shall agree to observe all applicable laws and regulations from time to time which govern or may be affected by the use of the service.

By signing up for our services, the User allows us to send them emails and SMS alerts from time to time.