



Unit 407, ILD Trade Center, Sohna Road, Sector 47, Gurgaon, Haryana-122002

SERVICE PROVIDER AGREEMENT



Unit 407, ILD Trade Center, Sohna Road, Sector 47, Gurgaon, Haryana-122002

This Service Provider's Agreement (the "**Agreement**") made and entered into as of ____ day of _____ (the "**Effective Date**") by and between

[_____], having its business address/registered office at

_____, Pin-code _____, India, 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) of the ONE PART, AND

Go Charlie Solutions Private Limited, a private limited company registered under the provisions of the Companies Act (India) 1956 and having its registered office at Unit 407, ILD Trade Centre, Sector 47, Sohna Road, Gurgaon, Haryana-122002, India, through its authorised signatory Mr. Nitin Bhalla, 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) of the OTHER PART.

Service Provider and **Company** hereinafter are, wherever the context so requires, collectively referred to as the '**Parties**' and individually as '**Party**'.

RECITALS

WHEREAS:

1. Service Provider is in the business of providing cab services, taxi services or Vehicle rental services with or without chauffeur 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.
2. Company owns and runs a Website named and registered as www.gocharlie.in 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 etc (together "**Platform**"), to bring together Service Providers and consumers in any or all forms of travel, leisure, hospitality and logistics sectors for a fee and/or share in revenues.
3. Service Provider and Company have been in discussions regarding the terms and conditions of potential Listing of the cab, taxi, car rental, travel, hospitality, leisure and logistics services offered by the Service Provider on the Platform for the benefit of potential buyers.

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:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definition** - For the purposes of this Agreement, the following terms shall have the meanings set forth below unless otherwise specified:

- 1.1.1 "**Admin**" shall mean the administrator of the Website as designated by the Company from time to time.
- 1.1.2 "**Advance**" shall have the same meaning as assigned to it in Clause 3.5
- 1.1.3 "**Agreement**" shall mean this Service Provider Agreement between the Service Provider and the Company and any written amendments and modifications thereof as communicated by the Company to the Service Provider from time to time.
- 1.1.4 "**Authority**" shall mean any union, national, state, local, or other governmental, statutory, administrative, regulatory or self-regulating authority, agency or instrumentality having jurisdiction over the relevant matter.
- 1.1.5 "**Booking Amount**" shall mean an amount equal to 10% of the Selected Quote or a discounted percentage of the Selected Quote plus Customer Service Charges plus applicable service tax from time to time.



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- 1.1.6 **“Registered Mobile Number”** or **“RMN”** shall mean the primary mobile number of the Service Provider registered with the Platform.
- 1.1.7 **“Booking Numbers”** shall mean any contact numbers including mobile numbers and RMN provided by the Service Provider to the Platform for communication purposes.
- 1.1.8 **“Confidential Information”** shall mean all documents, accounts, business plans, data of a scientific, technical commercial or financial nature and any other information of a Party (**“Disclosing Party”**) revealed or disclosed to the other Party (**“Receiving Party”**) either in oral, written, graphic, electronic or machine readable form whether or not the information is expressly stated to be confidential or marked as such, all intellectual property including but not limited to designs, list of assets, customer lists, trademarks, patents, formula or source code of any software, details of any customer documentation, but shall not include the following information:
- 1.1.8.1 which is already in the public domain
- 1.1.8.2 here after becomes publicly known without any act, fault or negligence of the Receiving Party
- 1.1.8.3 was in the Receiving Party’s possession prior to receipt from the Disclosing Party
- 1.1.8.4 is received without obligation of secrecy from a third party free to disclose such information
- 1.1.8.5 is demonstrated to the reasonable satisfaction of the Disclosing Party to have been subsequently independently developed by the Receiving Party without use of any of the Disclosing Party’s Confidential Information
- 1.1.8.6 is approved for release or use by written authorization from the Disclosing Party
- 1.1.8.7 is required to be disclosed by any of the Parties by Law to any court or Authority
- 1.1.8.8 is disclosed to employees, legal advisers auditors and other consultants of a Party provided each Party makes best efforts to ensure that such Persons maintain confidentially obligations similar to those set forth herein
- 1.1.8.9 is disclosed with prior written consent of the Party who supplied the information
- 1.1.9 **“Customer Service Charges”** shall have the same meaning assigned to it in Clause 3.3
- 1.1.10 **“End Customer”** shall mean customers or end use consumers of services offered by the Company and/or the Service Provider, as the context may require, and shall include any Person paying the Booking Amount, whether such Person is the ultimate User of the Services or not. The End Customer could be any Person, of Indian or foreign origin.
- 1.1.11 **“Force Majeure”** shall mean actions or events which are beyond the reasonable control of the affected Party, the effect of which is to prevent or interfere with that Party’s performance hereunder, including without limitation, fire, flood or other natural catastrophe, war, riot, acts of terror or civil disturbance, embargo, government action, order or decree or any other circumstances of like or different character commonly referred to as an Act of God or Force Majeure or (ii) interruption of or delay in transportation or shortage or failure of supply of materials or equipment, breakdowns, strikes, or other labour strife from whatever cause arising or (iii) compliance by any Party hereto with any order, action, directive, or request of any governmental official, department, agency or Authority.
- 1.1.12 **“Grievance Officer”** shall mean an officer appointed by the Company in accordance with the applicable Law, Terms and Conditions and Policies for resolution of disputes.
- 1.1.13 **“Law”** or **“Laws”** shall mean all statutes, enactments, acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any government or any Authority.
- 1.1.14 **“Listing”** shall mean either one time listing of the Vehicle(s) or listing of the Vehicle(s) from time to time by Service Provider on various pages of the Website, informing the Platform about availability of the Vehicle at a specific time and place, in response to (or pro-actively) a particular Trip Request from the Platform (either online or through SMS).



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- 1.1.15 **“Person”** shall mean and include any individual, legal entity, company, body corporate, partnership firm, association, limited liability partnership or proprietorship, whether incorporated or not.
- 1.1.16 **“Policies”** shall mean and include the Privacy Policy, Terms and Conditions, and any other policies of the Company as amended and provided on the Website or communicated to the Service Provider in any other way from time to time.
- 1.1.17 **“Provider Service Charges”** shall have the same meaning assigned to it in Clause 3.7.
- 1.1.18 **“Provider’s Quote”** shall have the same meaning as assigned to it in Clause 3.3.
- 1.1.19 **“Registration Period”** shall mean the period during which the Service Provider is duly registered as a Service Provider with the Platform and shall continue until expiry of the current registration.
- 1.1.20 **“Selected Quote”** shall have the same meaning as assigned to it in Clause 3.6.
- 1.1.21 **“Service Provider’s Registration”** shall have the same meaning as assigned in Clause 2.9.
- 1.1.22 **“Services”** shall mean services offered by the Service Provider which currently include passenger transport through cab services, taxi services or giving Vehicles on rent with or without chauffeur via point to point or time and usage basis, either within city or outside city basis all over India.
- 1.1.23 **“Transaction”** shall mean transaction for Services between the End Customer and Service Provider.
- 1.1.24 **“Trip Fare”** shall have the same meaning as assigned to it in Clause 3.6.
- 1.1.25 **“Trip Request”** shall have the same meaning as assigned to it in Clause 3.2.
- 1.1.26 **“User”** shall mean a user of the Website who visits the Website for any purpose.
- 1.1.27 **“Terms and Conditions”** shall mean the user agreement and terms of use of the Website as amended and provided on the Website from time to time.
- 1.1.28 **“Vehicle”** shall mean the Service Provider’s Vehicle(s) including without limitation cars, cabs, taxis, mini-buses, vans etc, registered with the Platform for Services to End Customers, whether owned, managed, hired, leased by such Service Provider.
- 1.1.29 **“Website”** shall have the same meaning as assigned to it in the Recitals of this Agreement.
- 1.1.30 **“Booking”** shall mean confirmation of a Selected Quote by the End Customer by paying the Booking Amount.
- 1.2 Construction**
- 1.2.1 Unless otherwise stated, references to articles, clauses, sub-clauses relate to this Agreement.
- 1.2.2 The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include,” “including” and “among other things” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- 1.2.3 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and the words denoting Persons shall include bodies corporate unincorporated associations and partnerships. Further, meaning assigned to capitalised words shall extend appropriately to their respective grammatical variations including tenses, conjugations etc.
- 1.2.4 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory orders and regulations for the time being made pursuant to it or deriving validity from it.
- 1.2.5 This Agreement applies generally to all transactions between the Company and Service Providers. Certain services may be governed by other agreements or Terms and Conditions, which shall be outlined by the Company on the Website or through separate written



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communication to such Service Provider as a Policy. In case of conflict between such specific Policies and this Agreement, such Policies will be applicable.

2. AGREEMENT TO LIST ON THE PLATFORM AND SERVICE PROVIDER REGISTRATION

- 2.1 A Service Provider who wishes to sell Services on the Platform shall register by providing the requisite information for the purposes of completing the Service Provider registration page on the Website, either online or by providing the information in writing to the Admin. The requisite information shall include, amongst others, details of the Service Provider, owner or company's name, details of the authorised signatory, Service Provider's contact details including an Indian mobile number, Service Provider's bank account details, brand details of the Services like brand name, high resolution logo and punch line, images of the Vehicle, area of operations, packages and rates offered by the Service Provider, details about the Vehicle like model, air conditioning, heating, music system, video screening, roof luggage carrier, CNG kit fittings, insurance details, current condition of repairs and current performance of the Vehicle, age of the Vehicle, mileage and other necessary login details.
- 2.2 The Service Provider shall and hereby represents and warrants to provide true, correct and duly authorized information and such information shall not be misleading, fraudulent, false, unauthorized and otherwise illegally provided or obtained.
- 2.3 At the time of registration and/or at any time thereafter and/or from time to time as may be required, the Company may seek Know Your Customer ("KYC") documents from Service Provider and further usage of the Platform shall be subject to Service Provider's submission of KYC documents. KYC documents shall mean such information, data or documents as may be specified by the Company from time to time, which clearly and unambiguously verifies the details, including the Service Provider's bank account, ownership of the Vehicle, other necessary Vehicle documents, Service Provider's address proof, Service Provider's identification documents, signature proof, brand details provided by Service Provider at the time of registration with the Platform or at any subsequent date. The Company has the right to reject any one or more of the KYC documents submitted by Service Provider and may ask for other documents or further information.
- 2.4 At the time of registration, the Service Provider shall send physical or scanned self-attested copies of the Service Provider's identity proof and its representative, proof of business or residential address of the Service Provider (as applicable), proof of ownership of trademarks/service marks of the Services, Vehicle ownership or authorisation documents, Vehicle registration and insurance documents and a cheque of Rs 100 from his active bank account favouring the Company. Rs 100 thus collected will be deposited in his credit account with the Company and will be adjusted in subsequent invoices.
- 2.5 Upon any change, the Service Provider shall update such information or data and documents in writing with the Platform within a reasonable period of time.
- 2.6 Upon submitting the necessary information and authorisation either online or through Admin, the Service Provider shall receive a verification code on its RMN. Thereafter the Service Provider shall provide the said verification code either online or through the phone to Admin to activate the Service Provider's account on the Website.
- 2.7 The Company shall also charge the Service Provider a one-time registration fee of Rs 500 (Rupees Five Hundred Only) at the time of signing this Agreement, which will be invoiced in monthly statement of the Service Provider in the 3rd calendar month after joining and payable by Service Provider thereafter. The Company reserves the right to issue a warning, temporarily/indefinitely suspend or terminate Service Provider's membership of the Platform and refuse to provide Service Provider with access to the Platform in case of non-payment of Registration Fee or any other fees payable by Service Provider to the Company for the Company's services, as notified from time to time. The Company also reserves the right to take legal action in case of such non-payment.
- 2.8 Prior to activation of the Service Provider's account on the Platform, the Service Provider may need to pay or maintain a certain sum as may be notified by the Company in the Policies from time to time, as a security deposit ("**Security Deposit**") for performance of obligations by the Service Provider hereunder. Any amounts recoverable by the Company from the Service Provider may be adjusted from the Security Deposit any time after expiry of the time period provided by the



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Company to the Service Provider to pay the invoiced amounts. The Security Deposit shall not carry any interest. The Security Deposit (if positive) shall be refunded to the Service Provider upon discharge of all its obligations hereunder.

- 2.9 Upon completion of necessary formalities, the Platform may, at its sole discretion without the need to provide reason for refusal, complete Service Provider's Registration as a Service Provider on the Platform ("**Service Provider's Registration**"). By checking box and accepting the terms and conditions for obtaining Service Provider's Registration or physically signing this Agreement, the Service Provider shall be deemed to have entered into a binding agreement with the Company for Listing Services on the Platform for the benefit of the End Customers on the terms and conditions set out herein, the Terms and Conditions and the Policies.
- 2.10 The Company may verify progress of the Services provided by the Service Provider to the End Customer under the Transaction by contacting the Service Provider on the Booking Numbers and the End Customer from time to time. The Company may also, from time to time, demand production of documents to verify the progress or completion of delivery of Services from the Service Provider.
- 2.11 If the Platform provides for categories of items/Services, then the Service Provider must take adequate care to List items/Services in the appropriate category. Failure to do so may result in cancellation of Service Provider's Registration.
- 2.12 The Company has the right to suspend/terminate the Service Provider Registration and the use of the Platform by the Service Provider or may put payments to the Service Provider on hold (if applicable) or make necessary adjustments from the Security Deposit or raise an appropriate invoice on the Service Provider without further notice, if the Company discovers or it is brought to the Company's notice that the aforesaid data is false, incorrect, misleading, misrepresented, fraudulent or does not comply with the Terms and Conditions and the Policies, or the Service Provider has failed to provide updated information, data or documents and in such case the Service Provider shall also be liable for all the liabilities, risks, damages and consequences that may arise from the very beginning.
- 2.13 The Company may reinstate or activate Service Provider's Registration or remit any payments to the Service Provider (if applicable) or refund adjustments from Security Deposit or monies paid by Service Providers subject to the Service Provider providing such information, data, KYC or other documents and undergoing such verification as may be desired by the Company and as provided in this Agreement, the Terms and Conditions or the Polices made there under. Service Provider's Registration is subject to the Service Provider remaining an active User of the Platform.
- 2.14 Upon identifying or being notified by any Person or by Law enforcement agency that Service Provider has violated any Law in the performance of the Transaction, the Company may immediately suspend Service Provider's Registration, notify any Law enforcement agency or any Authority or banks for appropriate action or act in any other way to cooperate with Authorities or protect the Company's and Platform's interests.

3. CONDUCT OF BUSINESS ON THE PLATFORM

- 3.1 During the Registration Period, the Service Provider shall provide the Company with details of Vehicle Listing from time to time, i.e. the date, time and place where his Vehicle is available to serve Customers in accordance with the instructions or Policies of the Company.
- 3.2 The Service Provider may be informed by the Platform, at its sole discretion, about new Trip Requests from End Customers ("**Trip Request**") by SMS or the Service Provider may access information online in his account on the Platform.
- 3.3 Till 10 minutes of generation of Trip Request, the Service Provider may respond with a single overall price quote for the full Trip ("**Provider's Quote**") as well as the Vehicle number (which he will send for service) either by SMS or at www.gocharlie.in. Subject to the other terms and conditions of this Agreement, the Provider's Quote shall be displayed on the Website and any other charges that the Company may decide to charge to the End Customer involved ("**Customer Service Charges**") along with Service Tax, if applicable. Upon submitting the Provider's Quote, the Service Provider shall be required to wait till 20 minutes of generation of Trip Request and not accept any other passenger request/commitment for Services till that time.



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- 3.4 The Service Provider hereby agrees and acknowledges that the Company may obtain one or more such price quotes from any number of Service Providers, for any given Trip Request from End Customers. The Service Provider further agrees and acknowledges that the Provider's Quote may compete with several such other price quotes from different Service Providers. Such price quotes including the Provider's Quote shall be valid for a period of 20 minutes of generation of the new Trip Request, during which time they can be confirmed by End Customer by paying Booking Amount to the Company, otherwise these will expire after 20 min.
- 3.5 The Service Provider agrees and acknowledges that the decision to send new Trip Requests to the Service Provider shall be decided on a variety factors and the Company shall not be liable if the Service Provider does not receive every Trip Request as per his Listing description of the Platform. The Service Provider further agrees and acknowledges that the decision of Listing any price quote provided on the page of available quotes for a particular Trip Request shall be that of the Company alone after considering various factors like specifics of the Trip Request, suitability of the Vehicle etc. Further, the Service Provider understands that the decision of accepting any price quote shall solely be that of the concerned End Customer. The Service Provider agrees that he shall not contest the decision of the Company and the End Customer in that respect.
- 3.6 If the End Customer selects the amount displayed inclusive of the Provider's Quote ("**Selected Quote**"), the concerned End Customer shall be required to complete the Booking by making a valid payment of an amount equal to 10% of the Selected Quote ("**Advance**") or discounted Selected Quote, if applicable, and any applicable Customer Service Charges along with Service Tax, if applicable ("**Booking Amount**") using a valid debit or credit card or internet banking or other accepted pre-paid cards/instruments. Once the Booking Amount is successfully received by the Company, the Service Provider and the End Customer shall be deemed to have entered into a bipartite contract for the requested Services. The Selected Quote together with any other charges that the Company may decide to charge to the Parties involved along with Service Tax, if applicable shall be the total price for the relevant Trip Request ("**Trip Fare**").
- 3.7 Service Provider agrees to pay service charges of an amount equal to 10% of the Selected Quote or a discounted Selected Quote, if applicable, or such other amount as notified by the Company through Policies from time to time ("**Provider Service Charges**") to the Company for providing its services to the Service Provider.
- 3.8 Only after such confirmation of Booking, the Platform will provide the End Customer with the despatch and contact details of the Service Provider and other such necessary details of the Booking on the Website and by SMS or email as also the End Customer's name and other details including pick up address, drop address, date and time of pick up etc. The Service provider shall also comply with further terms and conditions as set out in Annexure 1 hereto.
- 3.9 The Advance received by the Company shall be held by the Company on behalf of the concerned Service Provider in a ledger account called as Service Provider's Financial Account until the end of 3 (three) calendar days from the date of delivery of booked Services. Thereafter, the Advance held by the Company shall be debited from the Service Provider's Financial Account (subject to successful completion of the trip) and accounted as Provider Service Charges. In the event, the Advance is greater than the Provider Service Charges at any given point in time, the difference shall be accounted and payable by the Company to the Service Provider after the end of the month, after adjusting any outstanding invoiced amount due from the Service Provider to the Company.
- 3.10 At the end of a calendar month, the Company shall provide the Service Provider with an invoice for the Provider Service Charge (and other applicable charges) plus any taxes thereon while accounting for the Advance adjusted from Service Provider's Financial Account. The Service Provider shall pay the balance amount of the invoice within a period of 15 (fifteen) calendar days from the date of the invoice. In the event, the Service Provider is required to deduct TDS on the Provider Service Charges, it shall raise an invoice for the TDS amount on the Company at the appropriate time, deposit the TDS amount with the tax department and furnish relevant certificates to that effect in a timely manner. Based on the frequency of the transactions between the Company and Service Provider, the Company may choose, at its sole discretion, to either adjust the TDS amount payable to the Service Provider as aforementioned with any future invoices to the Service provider or paying the same separately. The Service Provider shall not dispute the discretion of the Company in



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- that respect. Failure on the part of the Service Provider to pay amounts due to the Company from time to time shall entitle the Company to demand interest on delayed payments at the rate of 18% p.a. and/or make necessary adjustments from the Security Deposit and/or suspend the Service Provider's Registration and/or terminate this Agreement and the Service Provider's Registration.
- 3.11 Once the Platform receives Service Provider's price quote, he will be legally bound to provide the taxi Services at that price, as per the trip details and Vehicle details in the Trip Request. However, the Company is not legally bound to offer him passenger at this stage. It is only after End Customer confirms the Booking, he will enter into direct contract with Service Provider to avail his Services.
- 3.12 Service Provider agrees and understands that any Trip Request may be cancelled by the End Customer any time prior to the booked departure time. The Company shall forthwith intimate the Service Provider in case of cancellations by the End Customer.
- 3.13 The Service Provider agrees and acknowledges that he shall not be entitled to raise a query or complaint regarding a particular trip after expiry of 3 (three) calendar days (day 1 – the day of completion of the trip), which the Service Provider hereby acknowledges to be a reasonable period of time to resolve any dispute in that respect. However, the aforesaid shall not affect the Service Provider's right to resolve the dispute with the End Customer through available dispute resolution methods.
- 3.14 The Service Provider hereby authorises the Company to perform certain checks before remitting any amounts to Service Provider's Bank Account to ensure the safety of the Transaction, Website and to mitigate any payment risks. As part of performing such checks, the Company will also have the right to hold the remittance to the Service Provider's Valid Bank Account and require Service Provider to carry out appropriate checks.
- 3.15 Upon completion of Services and subject to other provisions of the Agreement and Policies, the Service Provider shall be entitled to collect and retain only 9/10th i.e. 90% of the Selected Quote from the End Customer and applicable taxes on the entire Selected Quote and nothing more than that. The Service Provider acknowledges that he shall never question the Company on the credibility of the End Customer and that the Company shall not be held liable for the lack of background check on the End Customer. The liability to pay the balance of 90% of the Selected Quote along with applicable taxes on the entire Selected Quote upon successful completion of the booked trip shall be solely that of the End Customer and the responsibility to collect that from the End Customer will solely be of the Service Provider. The Service provider agrees and acknowledges that he shall have no recourse against the Company in that respect.
- 3.16 The Company reserves the right to change the Policies including those related to communication of Trip Requests, imposition of further charges, obtaining quotes, displaying information, Bookings, settlement of payments etc from time to time. The Company may introduce new services free or with costs and modify some or all of the existing services offered on the Platform. Any such changes shall be effective from the time the Company notifies the same on the Website. Any continued use of services of the Company after the notification of amendments on the Website shall mean full understanding and agreement to the amended Agreement and Policies.
- 3.17 End Customers are entitled to write reviews and rate the Services as well as the Service Provider on the Website, which the Website shall collate, based on information provided by End Customers orally or writing and using criteria set out in the Policies. The Service Provider accepts and acknowledges that such reviews and ratings may be adverse to his business, economic and other interests including reputation. Service Provider hereby relinquishes any right he may have to take legal or any other action against Persons who have provided such reviews/ratings or against the Company or the Platform for any loss of business, reputation or any other loss arising out of such reviews or ratings provided by End Customers and other Users in consideration of being allowed to list his Services on the Platform or to obtain business from the Platform. Based on the reviews Policies of the Company, the Company may offer a discount to the End Customer on Booking Amount for providing reviews/ratings to Service Providers for previous trips. However, this shall not affect the right of the Service Provider to collect the balance amount of the Selected Quote (90%) plus applicable taxes (on entire Selected Quote) at the end of the Trip.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS



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Service Provider represents, warrants, covenants, and undertakes that:

- 4.1 All Services listed on the Website are on principal to principal basis and are bipartite contracts between Service Provider and End Customer. The Company and the Platform are mere facilitators acting as a market place for End Customers and Service Providers of Services. Service Provider shall be solely responsible for the condition, description, quality, trademark, delivery, warranty, payment, all applicable government taxes and duties, legality, legal title in relation to the Services offered and other terms and conditions of the Transaction. The Company by providing facilities on the Platform does not in any way, become a party to the contract for the provision of Services.
- 4.2 Service Provider shall ensure that its user name, password, email ID, mobile number and any other verification details for accessing the Website and the Platform as whole shall be kept secure to avoid any hacking or misuse of account.
- 4.3 Service Provider shall maintain proper proof of delivery of Services requested by the End Customer in his Trip Request. Such proofs should be furnished to the Company on demand within the prescribed time period. Failure to furnish proof of delivery will be tantamount to the Services not delivered by the Service Provider and the End Customer might be entitled to refund and other grievance redressal. Further, the Company may be entitled to hold back any payments to be made to the Service Provider, raise a demand or adjust any losses caused to the Company due to failure of the Service Provider to provide proof of delivery. Repeated failure on the part of the Service Provider to provide proof of delivery might entitle the Company to terminate the Service Provider's Registration without further notice.
- 4.4 Service Provider will also not make any offer, either online or offline, or by making another Listing on a different Website, regarding availability of Services once Service Provider has committed to provide Services in his Vehicle for a particular Trip Request on the Platform by sending the Provider's Quote. Service Provider will not make a Listing on the Platform with respect to availability of Services which are subject to an existing online or offline offer which may be validly accepted. Under no circumstances will the Service Provider attempt to divert any User through Service Provider's Listing to any other webpage or provide him any information whether through the Website or in Person or otherwise in order to conduct any Transaction including any future Transactions outside of the Platform.
- 4.5 Service Provider must ensure that the listed Services or registration details do not infringe upon the intellectual property, trade mark, service marks, copyright, trade secret or other proprietary rights or rights of publicity or privacy rights of any third party. Listings (based on information provided by the Service Provider) may only include content generated by Service Provider in the form of text descriptions, graphics and pictures that describe Service Provider's Services. Service Provider agrees that use of logos or trademark owned by a third party producer, manufacturer or provider can lead to infringement of intellectual property rights of such third party. Service Provider will be solely responsible for listing contents which would be based on the information provided by Service Provider and use of such trademark or intellectual property on the Platform, and will hold the Platform and the Company indemnified and harmless against any claim by third parties that may arise in respect of such use. Service Provider agrees that under no circumstances would Service Provider use brand names or trademarks or service marks not owned by Service Provider unless the Services that Service Provider is Listing on the Platform rightly carry the brand name or trademark of its original manufacturer or producer. Service Provider further agrees not to use any intellectual properties of the Platform or the Company including its trademarks, brand name in any manner whatsoever. Service Provider will not represent to any User or third party, in any manner, that Service Provider is affiliated or associated with the Platform or the Company or that Service Provider has any right to represent the Platform or the Company.
- 4.6 Service Provider shall be responsible for providing information relating to the Services offered by Service Provider on the Platform. Service Provider undertakes that all such information at all times shall be accurate and complete in all respects. The Listing description of the Services must not be misleading in any manner whatsoever and must describe the actual condition of the Vehicle. Service Provider shall not exaggerate or over emphasize the attributes of the Services, Service Provider proposes to offer on the Platform so as to mislead other Users in any manner. If the description does not match the actual condition of the Vehicle or the Vehicle itself, Service Provider



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- agrees to refund any amounts that Service Provider may have received from the End Customer. Service Provider agrees not to use misleading titles for Listing and not provide misleading or inadequate information about the location of the service offered. If for any reason Service Provider is unable to deliver Services to any specific location or destination, Service Provider shall refrain from providing a quote for a new Trip Request to such locations or destinations. If the Service Provider sends price quote for a Trip Request, he is legally bound to provide Services to the End Customer, subject to the terms and conditions set out herein and the Policies. Service Provider shall not use unrelated keywords, or brand names (even if such use does not lead to any intellectual property right violation), or text unrelated to the Services on offer on the Platform.
- 4.7 Service Provider shall not provide any information to any User such as contact information which will enable an End Customer to contact Service Provider outside the Platform to directly avail Services instead of availing it from the Listing on the Platform.
 - 4.8 Any image used in the Listing, if specifically permitted by the Company, must be of the actual Vehicle to be used for providing Services and shall not copy images from other Listings available on the Website. Service Provider cannot disclaim liability including liability with respect to authenticity, merchantability of Services that Service Provider offers to provide through the Platform.
 - 4.9 Any free or bonus items/Services promised in a Listing for promotional purposes (based on the information provided by the Service Provider), if specifically permitted to be used by the Company, must be delivered together with the main Services being offered through the Listing. All provisions of the Terms and Conditions, this Agreement and Policies apply to the main Services will apply mutatis mutandis to the free or bonus item as well to the extent it may be applicable.
 - 4.10 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. 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.
 - 4.11 The Service Provider shall comply with this Agreement or the Terms and Conditions or Policies or applicable Laws at all times. If it comes to the Service Provider's knowledge that any Transaction or attempted Transaction relating to any Services listed on the Platform, violates this Agreement or the Terms and Conditions or Policies or applicable Laws, the Service Provider shall take all steps to inform the Company of the same forthwith.
 - 4.12 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. Without limitation to the generality of this clause, the Service Provider shall refrain from attempting to create or creating fake accounts on the Website with the intention of entering into the Transaction or receiving fake reviews from Users for his Services.
 - 4.13 It will be solely the Service Provider's responsibility to ensure that before Listing any Services for any destination or area on the Platform, such Services can be provided by him. If the Service Provider lists any Services in violation of the applicable Laws or beyond capacity, Service Provider shall be liable to make good any loss suffered or cost borne by the Platform, the Company or other Users who rely on such Listing including reimbursement of any service charges incurred in any mode of payment, payments made towards taxes, government charges or any levy relating to such Services. The Service Provider shall also be responsible for complying with all Laws that may be applicable.
 - 4.14 The Service Provider hereby covenants to ensure high level of User/End Customer satisfaction. If Service Provider receives substantial number of negative reviews or feedback from Users who have availed the Service Provider's Services, which may be determined by the Company at its sole discretion, the Service Provider shall be considered to have failed to comply with this obligation of quality Services. In such case, the Company may at its sole discretion cancel Service Provider's Listing, place limits on availability of Services and facilities, suspend Service Provider's Registration account, increase the amount of Security Deposit amount to be maintained, impose higher fees and additional charges for permitting Service Provider to continue using the Platform for Listing and



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offering Services. The Service Provider may communicate with an End Customer after a Transaction has taken place and directly resolve any complaint or dispute that such Customer may have.

- 4.15 The Service Provider understands and agrees that the Company at its sole discretion may end any Listing at any point of time without any notice and also in case where any Listing does not result in a successful Transaction within 30 days of Listing. However, the Company may choose not to remove any such Listing and extend the period of Listing for such time as it thinks fit. A Listing will naturally end if it results in a confirmed Transaction.
- 4.16 The Company will retain personal information in accordance with the Policies posted on the Website and applicable Laws.
- 4.17 The Service Provider shall, at all times, abide by the Terms and Conditions, Policies and applicable Laws which are incorporated herein by reference.
- 4.18 The Service Provider has all the requisite understanding, capacity, power and authority to enter into this Agreement and to perform its obligations hereunder; and the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on its behalf and in case of being any entity or association of Persons, it is duly constituted and validly existing and of good standing under the applicable Law of the country.
- 4.19 The execution and delivery of this Agreement and the performance of the Service Provider's obligations hereunder will not conflict with, result in a breach of or constitute a default (or any event that, with notice or lapse of time, or both, would constitute a default) or result in the acceleration of any obligation under any of the terms, conditions or provisions of any other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets are subject, conflict with or violate any of the provisions of its charter documents, or violate any statute or any order, rule or regulation of any Authority that would materially and adversely affect the performance of its duties hereunder. The Service Provider has obtained any consent, approval, authorization of Authority required for the execution, delivery and performance of its respective obligations hereunder.
- 4.20 There is no action, suit or proceeding pending against the Service Provider or to its knowledge, threatened in any court or by or before any other Authority which would prohibit its entering into or performing its obligations under this Agreement.
- 4.21 During the Registration Period, the Service Provider will not act as an End Customer or use the Company's Services meant for the End Customers, including without limitation, availing the taxi Services for passenger transportation.

5. NO SHOW BY THE SERVICE PROVIDER OR END CUSTOMER

- 5.1 In the event, there is any query or complaint either from the End Customer or the Service Provider in relation to the concerned Services, the Company shall deal with the situation as follows:
 - 5.1.1 If the Company determines that the Service Provider did not provide the Service to the End Customer at all, an amount equal to Advance (or Rs 500 whichever is higher) shall be charged to Service Provider in next monthly invoice to him. Company may refund part or whole of the Booking Amount to the End Customer, at its discretion.
 - 5.1.2 In case of no show by the End Customer, the Booking Amount shall be forfeited and transferred from Service Provider's Financial Account to the Company's account as charges to the End Customer.

6. BOOKING AMENDMENT AND CANCELLATION

6.1 Booking amendment

Booking once made on the Platform, cannot be amended by the End Customer or the Service Provider through the Platform. If End Customer and Service Provider agree between themselves to amend the Booking, then the Booking and the Trip will be assumed to be as they were at the time of Booking and the Company shall not be liable to refund or adjust the Booking Amount as per the new arrangement between the End Customer and the Service Provider.

6.2 Booking cancellation



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- 6.2.1 In the event of cancellation of the trip by the End Customer prior to departure time, the Company shall be entitled to forfeit part of the Booking Amount and refund the remaining Booking Amount to the End Customer only as follows:
- 6.2.1.1 Up to 12 hrs before departure time: 100% of the Advance will be refunded
- 6.2.1.2 Within 12 hrs of the departure time: 50% of the Advance will be refunded
- 6.2.1.3 At any time before departure time: Full Customer Service Charges plus taxes will be forfeited and retained within Company Account.
- 6.2.2 Any amount forfeited by the Company for cancellation by the End Customer shall be transferred from Service Provider's Financial Account to Company Account as cancellation charges on the End Customer. The Company may, however, decide to award the Service Provider a part of the Booking Amount forfeited from the End Customer, as a goodwill gesture, to compensate for any costs incurred in order to deliver Services.
- 6.2.3 The Company also reserves the right to cancel the Transaction and/or refund any payments made by the End Customer or part thereof including the Booking Amount which the Company has received, in any of the following:
- 6.2.3.1 If the Service Provider does not provide the requisite verification or Know Your Customer documents/information within the prescribed time frame communicated by the Company or as provided in this Agreement, Terms and Conditions and Policies; or
- 6.2.3.2 If the verification or Know Your Customer documents/information submitted are invalid, tampered or forged; or
- 6.2.3.3 If the verification or Know Your Customer documents/information received from the Service Provider or the End Customer suggest that the Services under the Transaction have not been rendered properly for e.g.: the Vehicle is wrongly despatched to an address, which is different from the departure address provided by the End Customer or the Services have been considerably delayed or a Vehicle different from the Vehicle mentioned in the Selected Quote, has been despatched or Services mentioned in the Listing as available in the Vehicle are not available to the End Customer; or
- 6.2.3.4 If the Service Provider has listed Services which violates this Agreement, the Terms and Conditions or the Polices; or
- 6.2.3.5 The Company is instructed by any Law enforcement agency or Authority to deny or decline or withhold such remittance or cancel the Transaction; or
- 6.2.3.6 The card or online payment of the Booking Amount is later declined by the payment gateway facility provider, card issuing bank or the service providers of the Company; or
- 6.2.3.7 In case of any breach of obligation, representation or warranty given by the Service Provider hereunder.
- 6.2.4 In the aforesaid cases set out in Clause 6.2.3 (unless the Loss caused thereby is covered fully and adequately by the concerned payment gateway facility provider, card issuing bank or the service providers of the Company), the Company shall be entitled to levy charges equal to the Advance (or Rs 500, whichever is higher) in the next monthly invoice to the Service Provider (to be payable by the Service Provider as per Company Policies) or adjust from the Security Deposit.
- 6.2.5 The Platform, its officers, directors, employees, agents and contractors shall not be held liable for any Loss incurred by the Service Provider arising out of such cancellation of Transaction or refund to the End Customer.

7. ABORTION OF TRIP

- 7.1 If a Trip is aborted anytime after the scheduled departure time for any reason, the Company shall have the sole authority to investigate and determine the cause of such abortion or whether the trip is treated as aborted, completed or a no-show.



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- 7.2 The Service Provider agrees and understands that any refusal or failure on his part to carry out his obligations once Booking Amount has been paid by the End Customer and Booking has been confirmed, the Company shall be entitled to debit the Advance (or Rs 500, whichever is higher) from the Security Deposit to the Company account or demand payment of an amount equal to Advance (or Rs 500, whichever is higher) plus appropriate taxes, in next monthly invoice to Service Provider. It is understood that these charges are not in the nature of penalty. Further, the Company shall refund part or whole of the Advance to the End Customer, in accordance with its Policies.
- 7.3 The Service Provider agrees and understands that, as the Company merely provides a Platform to connect Service Providers and End Customers, any abortion of Trip by the End Customer shall be entirely the risk of the Service Provider. The Service Provider may collect an amount proportionate to the distance covered or time spent during the Trip plus applicable taxes, directly from End Customer. In no circumstances shall Company be liable to pay this amount to the Service Provider.
- 7.4 In the event of an abortion of the Trip due to a Force Majeure event, the Company shall be entitled to debit the Advance (or Rs 500, whichever is higher) from the Security Deposit to the Company account or demand payment of an amount equal to Advance (or Rs 500, whichever is higher) along with appropriate taxes in next monthly invoice to Service Provider. It is understood that these charges are not in the nature of penalty. In such a case, the Service Provider shall act prudently and may collect an amount proportionate to the distance covered, or time spent during the Trip plus applicable taxes in an appropriate manner and at an appropriate time.

8 REFUND CLAIMS

- 8.1 In the event that the End Customer claims a refund of or charge back the whole or part of Booking Amount under any circumstances including without limitation:
- 8.1.1 the Service Provider failing to deliver service at the appointed time and thereafter; or
- 8.1.2 the description of the Vehicle and Services does not match the actual condition of the Vehicle and quality of Services provided during the booked trip; or
- 8.1.3 there is any dispute between Service Provider and the End Customer relating to the Transaction and has been unresolved for a period of 3 calendar days from the date of end of Services, or
- 8.1.4 the use of a debit or credit card or bank account by an End Customer while paying part or whole of Booking Amount was unauthorized or was a result of fraud or hacking of bank account password

the Company has the right to take appropriate legal action including right to set off from the Security Deposit until an amount equal to Booking Amount is fully recovered, unless the Loss caused thereby is covered fully and adequately by the concerned payment gateway facility provider, card issuing bank or the service providers of the Company. In case the subsequent balances are not enough for recovery, within 7 days of receipt of a notice to that effect from the Company, the Service Provider shall pay the shortfall to the Company. In case the Company is not able to recover the shortfall, within the given time, it reserves the rights to take appropriate legal actions against Service Provider. The Service Provider agrees and understands that, as the Platform merely provides a Platform to connect Service Providers and End Customers, any fraudulent or unauthorised payment of the Booking Amount through the debit or credit card or bank account belonging to the End Customer, shall be entirely the risk of the Service Provider. It is understood that these charges are not in the nature of penalty.

- 8.2 A chargeback occurs when the card holder disputes a charge on his credit / debit card statement with his card issuing bank. Due to reasons mentioned above, in the event the card issuing bank credits the card holder and recovers the amount and any penalty or fee or charge for such chargeback from the Company, the Company shall be entitled to recover such amounts from the Service Provider, unless the Loss caused thereby is covered fully and adequately by the concerned payment gateway facility provider, card issuing bank or the service providers of the Company. The Service Provider will be notified of the recovery, if any, through an email, SMS or phone call and may receive an acknowledgement of payment if requested.



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- 8.3 As the Company does not take the responsibility of verifying the credentials of the End Customer, The Company shall not be liable for Any losses caused to the Service provider or any third party for use of a debit or credit card or bank account or any other payment means, by an End Customer to the Service Provider at the end of the Trip, whether completed or aborted, which is unauthorized or is as a result of fraud or hacking of bank account password.

9 INDEMNITY

- 9.1 The Company or the Platform shall not be responsible for any loss of or damage to property of Service Provider, its employees, agents, contractors or assigns nor for any personal injury to Service Provider's officers, directors, employees, agents, contractors and/or customers except to the extent any such claims may be directly and solely attributable to the gross negligence or wilful misconduct of the Company.
- 9.2 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 to (i) use of the Platform for Listing Service Provider's Services, (ii) entering into the Transaction, (iii) provision or non-provision of Services to customers as per the Transaction, (iv) decline of payment of the card or online payment of part or whole of the Booking Amount charged to the End Customer on the Website is later declined by the payment gateway facility provider, card issuing bank or the service providers of the Company, (vi) infringement or alleged infringement of third party rights including intellectual property rights, or (vii) any breach or violation of this Agreement, Terms and Conditions, Policies and applicable Law.
- 9.3 Upon becoming aware, Service Provider shall give Company prompt written notice of above Loss.

10 LIMITATION OF LIABILITY

- 10.1 Under this Agreement and notwithstanding anything contained herein, the maximum liability of the Company, Platform, its officers, directors, employees, agents, shareholders and contractors, in relation to a dispute concerning any Transaction, shall be capped to an amount equal to 10% of the Selected Quote and no more. The Company shall not be responsible to refund the Customer Service Charges, if any and any taxes thereon at any cost. Under no circumstances shall the Company or Platform be liable for any indirect or consequential Losses.
- 10.2 The Company and the Platform shall not be responsible under any circumstances for any loss caused for reasons of (i) hiring services of third party providers for conduct of business on the Platform, for instance, the Service Provider will not hold the Company or the Platform responsible for delay in receiving SMS or emails or other communication due to technical problems at the end of third party providers; or (ii) Users giving wrong information on the Platform and violating Terms and Conditions, Policies and their respective Agreement for service with the Company; (iii) for any breach of the terms, obligations, representations, undertakings and warranties given by the Service Provider under this Agreement.

11 FORCE MAJEURE

- 11.1 No Party shall be held liable or responsible to another Party for failure or delay in fulfilling or performing any obligation in this Agreement in case such failure or delays are caused by Force Majeure. Each Party agrees to give the other Parties prompt written notice (either in the form of email communication or in case of the Company also publication of notice on the Website) of the occurrence of any such condition, the occurrence and the extent to which the affected Party will be unable to fully perform its obligations hereunder.
- 11.2 Each Party further agrees to use all reasonable efforts to correct such conditions as quickly as possible and to give the other Parties prompt written notice when it is again fully able to perform such obligation. Provided further that, in the event of such prevention or delay as aforesaid, the Parties hereto, instead of exercising the aforesaid option, may consult with one another in order to



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mutually determine the course of action to be taken, in order to minimize the effects of such prevention or delay and continue the operation of this Agreement.

12 TERM, TERMINATION AND EFFECT

- 12.1 Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through the Registration Period or the last obligation of the Parties hereunder, whichever is later, unless earlier terminated as otherwise provided in this Agreement, the Terms and Conditions and Policies (the "**Term**").
- 12.2 Parties may terminate this Agreement without assigning any cause or reason whatsoever by serving a 30 (thirty) calendar days written notice to the other Party. It is hereby clarified that the Company shall not be liable to refund annual fee or part thereof (if any) if the Service Provider chooses to terminate the Agreement. If, however, the Company terminates the Agreement by a written notice without assigning any cause or reason i.e. Any reason other than Service Provider's breach, the Company shall refund proportionate annual fee (if any) for the rest of the year without interest, and at Service Provider's expense, return any materials provided by Service Provider for Listing on the Platform.
- 12.3 The Company may immediately terminate this Agreement for breach by Service Provider (other than cases where a written notice for cure of breach is not tenable under applicable Law) only after giving the Service Provider at least 7 (seven) days prior written notice specifying the nature of the breach, and giving the Service Provider no less than 7 (seven) days to cure such breach. Upon providing a notice to cure breach, the Company may suspend the Service Provider's Registration and refuse to exchange communication for any new Trip Requests. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate automatically on the eighth day and so would the Service Provider's Registration. The Service Provider shall also be liable for any and consequential losses or damages to the Company.
- 12.4 If the Company terminates this Agreement for Service Provider's breach, the Company shall be entitled to:
- 11.1.1 Apply the security deposit towards any payments due under this Agreement to the Company; and
 - 11.1.2 Liquidated damages of an amount equal to the reasonable estimate of the loss caused to the Company due to the Service Provider's breach.

13 NOTICES

Any notices or communications required to be given or served by any of the Parties on the others in respect of this Agreement, shall be given in writing in English to the others, and shall be deemed to have been duly served, if sent by prepaid registered mail with acknowledgement due at the address specified in the title to this Agreement or at such other address as may have been notified to the other Parties in accordance with this clause or by facsimile process to Company for the attention of chief executive officer and to the Service Provider by email or SMS at the last registered email address/mobile numbers provided by the Service Provider to the Company for the attention of the Person concerned as notified to the Company from time to time. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of successful transmission, if transmitted by facsimile transmission or email, or (ii) the expiry of fifteen days after posting if sent by registered post, or (iii) the business date of receipt, if sent by courier or personal delivery or email.

14 MISCELLANEOUS

14.1 Interpretation of the Agreement, Terms and Conditions and Policies

The Service Provider agrees and acknowledges that, in the event the Parties are required to interpret the Agreement, the Terms and Conditions and Policies for conduct of business contemplated herein, the interpretation of the Company and its management shall be final and binding. The foregoing clause shall, however, not affect the right of the Parties to seek remedies to resolve disputes as provided herein.

14.2 Language and understanding



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The Service Provider agrees and acknowledges that neither the fact that this Agreement, the Terms and Conditions, the Policies or other content of the Website are in English, nor the fact that this Agreement, the Terms and Conditions, the Policies and other content of the Website have been prepared by the Company or its advisors, shall create a presumption of a bias in favour of the Company and/or the Platform. The Service Provider agrees and acknowledges that it has fully understood the Agreement, the Terms and Conditions, the Policies or other content of the Website and their implications.

14.3 **Governing law and dispute resolution**

14.3.1 This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the Laws of India. The Parties agree to submit to the jurisdiction of courts of Gurgaon, Haryana.

14.3.2 Subject to the consultations by the Service Provider and/or the End Customer with the Company in case of a query or complaint as set out hereinabove, in case a Transaction dispute between Service Provider and End Customer remains unresolved beyond 3 (three) calendar days from the date of delivery of entire booked Services, the Service Provider or End Customer may approach the Company for resolution of such a dispute in order to appoint an independent arbitrator(s). In such a case the Company may designate one or more of its officers to constitute the arbitration panel and carry out arbitration proceedings in English language in accordance with the Indian Arbitration and Conciliation Act, 1996. The decision of such arbitrator or panel of arbitrators shall be binding on both, the Service Provider and the End Customer.

14.4 **Confidentiality**

14.4.1 All communications between the Parties and/or any of them and all Confidential Information given to or received by any of them from any other, and all information concerning the business transactions of the Parties with any entity or Person with whom any of them is in a confidential relationship with regard to the matter in question, shall be kept confidential by the Parties unless specifically permitted to the contrary in writing to the other Party.

14.4.2 The Parties shall use all reasonable endeavours to procure the observance of such restrictions, and shall take all reasonable steps to minimize the risk of disclosure of Confidential Information.

14.4.3 Notwithstanding the foregoing in this article, each Party may at any time disclose any Confidential Information:

14.4.3.1 To its own professional advisors;

14.4.3.2 If required to do so by Law or any applicable regulatory requirements or the rules of any stock exchange or by applicable generally accepted accounting principles; and

14.4.3.3 If requested to do so by any regulatory body to whose jurisdiction that Party is subject or with whose instructions it is customary to comply.

14.4.4 The Service Provider agrees and acknowledges that the data/information provided to the Company during the Term may be used by the Company for the purposes of providing marketing information, informing about new Services, provide third parties access to Listings of Service Provider and inviting participation in various surveys.

14.4.5 Further in case of the Company, the 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.

14.4.6 This article and the obligations contained in this article shall survive the termination or discharge of this Agreement, without limit in point of time.

14.5 **Assignment**

The Service Provider shall not assign any rights and obligations under this Agreement to any third party without the specific permission of the Company. The Company shall be entitled to assign any rights and obligations hereunder without seeking any approval from Service Provider. It is hereby



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agreed and acknowledged that the rights and obligations hereunder shall not be affected by any change in the constitution, any restructuring or reorganization of the Parties.

14.6 Amendment

14.6.1 Any change or modification of this Agreement by the Company shall be valid provided the Company publishes the amendments in this Agreement on the Website, in the form of amendments to the Terms and Conditions and Policies or by informing the Service Provider of the amendments by email or registered post or SMS. The Service Provider's continued usage of the Platform for a period of 7 (seven) calendar days from the time the notice of amendments are deemed to have been received as specified in the notices clause, shall be considered as the Service Provider's acceptance of the amendments.

14.6.2 Any change or modification of this Agreement proposed by the Service Provider shall be valid only if the same is in writing and signed by both Parties.

14.6.3 The Company reserves the right to amend, add or delete partly or fully any content of the Terms and Conditions and/or the Policies at any time and without prior notice.

14.7 Relationship

This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties. No employees or temporary employees/workers of the Service Provider shall be deemed to be the direct or indirect employees or agents of the Company.

14.8 Waiver

Unless otherwise stated specifically in the Terms and Conditions, Policies and this Agreement, no forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. All remedies of the Parties under this Agreement whether provided herein or conferred by statute, civil Law, common Law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

14.9 Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by Law, this Agreement shall be considered divisible to such provision and such provision shall be imperative and shall not be part of the consideration moving from either Party hereto the other and remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

14.10 Best endeavours

Each Party shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carrying on the full intent and meaning of this Agreement and/or to complete the Transactions contemplated hereunder. This provision shall survive termination or discharge of this Agreement.

14.11 Counterparts

14.11.1 In case physically signed and executed: this Agreement may be signed by facsimile or signed and scanned and shared through email or on the Website or in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

14.11.2 In case of an online Agreement: 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. This document is



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published in accordance with the provisions of rule 3 (1) of the Information Technology
(intermediaries guidelines) rules, 2011 that require publishing the rules and regulations,
privacy policy and user agreement for access or usage of the Platform.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT
ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

BY

GO CHARLIE SOLUTIONS PRIVATE LIMITED

Through Mr. Nitin Bhalla
(Authorized Signatory) pursuant to the
Resolution passed by Board of Directors of Go Charlie Solutions Private Limited on the 2nd day of March 2014

BY

Through Mr/Mrs/Ms _____
(Owner/Principal/Authorized Partner/Authorized Director) pursuant to the
Constitution documents of the / Resolution passed by the Board of Directors of
_____ on the ____ day of _____



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ANNEXURE 1: ADDITIONAL TERMS AND CONDITIONS OF SERVICES

1 SERVICE PROVIDER EVALUATION

- 1.1 **Operator Score (OS):** Service Provider will be continuously evaluated on its asset quality (through Operator Asset Score (OAS)) as well as service quality (through Operator Service Score (OSS)). Combining these two scores, an OS will be calculated. The Company has sole discretion in deciding the formulae for calculating OS using OAS and OSS or any other criteria it deems fit over time.
- 1.2 **Operator Asset Score (OAS):** OAS captures the quality and type of assets which the Service Provider has established for conducting its business. The Company has sole discretion in deciding the formulae and parameters for calculating OAS, which may change over time.
- 1.3 **Operator Service Score (OSS):** OSS captures the quality of service delivery of the Service Provider to the End Customer. The Company has sole discretion in deciding the formulae and parameters for calculating OSS, which may change over time.
- 1.4 The Company has the sole discretion to decide whether the Service Provider would be allowed to register or to continue registration and on what terms, based upon the OAS, OSS or OS.
- 1.5 The Company has the sole discretion to display OAS, OSS or OS together or separately at any place or time, or in any form or representation for view of the End Customer or any other party.
- 1.6 The Company has the sole discretion to allot suitable weightages to any or all of the above parameters. The Company may change the above parameters, their definitions, calculation formulae, source, scale or Weightages without any notice.

2 PRICES CHARGEABLE TO END CUSTOMER BY SERVICE PROVIDER

2.1 Trip types

- 2.1.1 **Point to point trips:** Service Provider will provide taxi Services following a reasonable shortest distance between starting and ending points, as well as allow reasonable breaks in the journey as per its normal business practices or as agreed with the End Customer. Point to point trip can be either Local or Outstation. These trips follow shortest road distance from one point to another point without any deviation in between.
- 2.1.2 **Time based trips:** Service Provider will provide taxi Services for a maximum amount of time as well as for a maximum number of km, as mentioned in the Trip Request:
 - 2.1.2.1 **Local trip:** Local trip is within a city, town, locality or a cluster of cities, towns or localities, typically within a radius of 50 km.
 - 2.1.2.2 **Outstation trip:** Outstation trip is outside a city, town, locality or a cluster of cities, towns or localities, typically outside a radius of 50 km from a location
 - 2.1.2.2.1 **Outstation trip (Single-city):** Trip involves outstation location as a base and travel in the vicinity of that outstation location.
 - 2.1.2.2.2 **Outstation trip (Multi-city):** Trip involves multiple outstation locations.

2.2 Successful trips

- 2.2.1 In Successful trip, the End Customer completes the Trip, facilitated, coordinated, managed or serviced directly by the Service Provider, within reasonable allowances for time and distance over those mentioned in the Trip Request. Successful trip may be of two types:
 - 2.2.1.1 **Type 1:** If the trip is completed within the estimated distance and time period mentioned in Trip Request, it is called Successful trip Type 1.
 - 2.2.1.2 **Type 2:** If the Trip is completed in such a way that actual distance covered is more than estimated distance or actual time taken is more than the time period mentioned in Trip Request, it is called Successful trip Type 2.

2.3 Additional rates and items

- 2.3.1 **Additional rates:** Service Provider will provide and keep updated at all times, the values of these Additional rates on the Platform. It is Service Provider's responsibility to keep these values latest, correct and complete at all times:
 - 2.3.1.1 Rate per km (RPK) in Rs



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- 2.3.1.2 Rate per hour (RPH) in Rs
- 2.3.1.3 Hilly area adjustment in %: RPK and RPH will be adjusted upwards by this % in case of travel involves hilly areas.
- 2.3.1.4 AC adjustment in %: RPK and RPH will be adjusted upwards by this % in case of AC or blower use during travel.
- 2.3.2 **Other Additional items**
 - 2.3.2.1 Additional km: Actual trip distance in km (as per Vehicle odometer or GPS meter) minus Estimated trip distance in km (in Trip Request)
 - 2.3.2.2 Additional hours: Actual trip time in hrs minus Trip time in hrs as per Trip Request. Additional hours of more than 0.25 hrs will be counted as full hour.
 - 2.3.2.3 Additional day: Each additional day will be billed for at least 250 km or actual km, whichever is higher.
- 2.4 **Pricing**
 - 2.4.1 **Successful trip Type 1:** Service Provider can collect only 90% of the Selected Quote, plus any applicable taxes on the full Selected Quote.
 - 2.4.2 **Successful trip Type 2:** Service Provider can collect two kinds of charges:
 - 2.4.2.1 90% of the Selected Quote, plus any applicable taxes on the full Selected Quote
 - 2.4.2.2 Additional amount: This is calculated as below for different trip types:
 - 2.4.2.2.1 Point to point trips: $RPK \times \text{Additional km}$
 - 2.4.2.2.2 Time based Local trips: Whichever is higher:
 - 2.4.2.2.2.1 $RPK \times \text{Additional km}$
 - 2.4.2.2.2.2 $RPH \times \text{Additional hours}$
 - 2.4.2.2.3 Time based Outstation trips
 - 2.4.2.2.3.1 Trip concludes on the date mentioned in Trip Request: Whichever is higher:
 - 2.4.2.2.3.1.1 $RPK \times \text{Additional km}$
 - 2.4.2.2.3.1.2 $RPH \times \text{Additional hours}$
 - 2.4.2.2.3.2 Trip exceeds beyond the date mentioned in Trip Request: For each additional day, whichever is higher:
 - 2.4.2.2.3.2.1 $RPK \times 250 \text{ km}$
 - 2.4.2.2.3.2.2 $RPK \times \text{Actual km during a day}$
 - 2.4.3 **Incidental charges:** In both types of Successful trips, the Service Provider can collect only following “**Incidental charges**”, as applicable:
 - 2.4.3.1 Parking charges
 - 2.4.3.2 Toll charges
 - 2.4.3.3 Any state or UT or special area entry/exit charges
- 2.5 **Other items**
 - 2.5.1 A day would be counted between 12 midnight to 12 midnight.
 - 2.5.2 Service Provider must deploy for service of End Customer and accordingly do Listing on the Platform, of only that Vehicle which he owns or manages (through due permission from the owner) and which has valid All India Taxi Permit, Registration Certificate and active comprehensive insurance policy. It is Service Provider’s responsibility to inform the Company if there is any change in the status of his Vehicles in terms of above items or otherwise.
 - 2.5.3 It is Service Provider’s responsibility to conduct proper identification and background checks of the drivers he employs. It is Service Provider’s responsibility to ensure that drivers employed by him have valid Indian driving license; have no criminal background or



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record with local authorities; have adequate driving experience; are in sound working condition at the time of service to End Customer or otherwise.

- 2.5.4 In case End Customer wants to extend his Vehicle usage for any reason (other than genuine reasons of traffic congestion, Vehicle breakdown, medical emergency, Force Majeure event etc), Service Provider can refuse the extension or agree with the End Customer as per Additional rates provided by him on the Website. Under no circumstances, will the Service Provider impose new conditions or charges which have not been offered by him on the Website, unless agreed by the End Customer.
- 2.5.5 Service Provider will send Selected Quote to each Trip Request, as well as regularly update Additional rates after taking into account any and all extra or special costs/charges incurred by Service Provider while running his business. Under no circumstances, can he demand any other charges from End Customer, including but not limited to.
- 2.5.5.1 driver over-night stay charges
 - 2.5.5.2 charges for late journey finish, like beyond 10 pm
 - 2.5.5.3 extra charges for different terrains like hills, plains, snow clad areas, deserts, forested areas, beach areas etc
 - 2.5.5.4 extra charges for different timings of the day like night
 - 2.5.5.5 extra charges for different traffic conditions like peak traffic hours
- 2.5.6 In locations or situations, where there are upper or lower limits on allowed fares, as mandated by the regulatory authorities, it is the Service Provider's responsibility to send the Provider's Quote for a Trip Request as well as to maintain the Additional Rates on the Platform, within those limits.
- 2.5.7 Provider's Quote for a passenger pick-up from airport, train, bus or ferry station shall include up to 2 hours of waiting time, which starts 15 minutes after the arrival time for local trips and 30 minutes after the arrival time for outstation trips, as reported on the official communication medium of these modes of travel.
- 2.5.8 In Point to point trips, the Trip Request will contain an Estimated Distance of the Trip, as calculated by a third party software and the Company has no role in that calculation, neither does it take any responsibility for any inaccuracies. In Time based trips, the Trip Request will contain an upper time limit and an upper distance limit, based upon the package the End Customer chooses on the Platform. Provider's Quote will have to take into account time and distance details in the Trip Request. The Company takes no responsibility if actual distance or time for which taxi Services are used by the End Customer is different from those mentioned in the Trip Request.

3 SERVICE PROVIDER CHARGES

- 3.1 The Company may charge the Service Provider based on any combination of mechanisms that it deems fit at the appropriate time, including but not limited to Provider Service Charges, which may be fixed or a share of the Selected Quote.
- 3.2 Please note that the Company reserves the right to change the amount or type or nature of charges without notice. All prices are exclusive of service tax.
- 3.3 The Company shall send invoice of all charges and awards to the Service Providers at the end of each month unless otherwise informed.

4 PERFORMANCE STANDARDS

4.1 Vehicle standards

- 4.1.1 All Vehicles must be registered as commercial Vehicles.
- 4.1.2 All documents must be kept valid and up to date at all times. Service Provider and his Vehicle must comply with all requirements of Law, including (but not limited to) valid registration certificate, roadworthiness, valid insurance policy, pollution certificate, driving license and all necessary permits.



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- 4.1.3 The Vehicle must display a right number plate on his Vehicle as per Law and comply with all terms of Road Transport Authorities.
- 4.1.4 The Vehicle must be clean and free from fumes or excessive noise and fitted with adequate heating, ventilation, air-conditioning and safety systems in good running condition.
- 4.1.5 Service Provider must not indulge in malpractices like tampering Odometer or GPS device.
- 4.2 Service standards**
- 4.2.1 Once the passenger confirms the Booking, the Service Provider must call the passenger, at the number provided by Platform, within 30 minutes and answer any queries. The Company will not resolve any passenger queries on the behalf of the Service Provider or vice-versa. The concerned driver and the Service Provider must keep his contact numbers active and working at all times for the passenger or End Customer to be able to contact him.
- 4.2.2 If the Service Provider notices any deviations in the passenger requirements from the Trip Request, the Service Provider may refuse to provide the booked Services by calling the Platform at their regular numbers between 9:00 am and 6:00 pm from Monday to Friday or by email, if the phone number is not available.
- 4.2.3 It is the Service Provider's responsibility to inform the passenger as soon as possible, if he is not in a position to pick the passenger at the agreed place and time for any reason.
- 4.2.4 Vehicle must reach on time for pick-up and at a place convenient for the passenger to board.
- 4.2.5 Driver will drive with proper care and courtesy towards passengers and others. Driver must carry himself in hygienic and presentable condition, along with all valid documents, original or copies as relevant.
- 4.2.6 At the start of the journey, the Service Provider shall verify the printed copy of the Booking confirmation or SMS or email in possession of the Service Provider. In addition, the Service Provider shall verify a valid government ID proof of the passenger with his photograph. Service Provider must also pick-up the passenger from the pick-up address provided in the Booking confirmation. If there is any variation in the said conditions, the Service Provider must abort the journey by calling the Platform between 9:00 am and 6:00 pm from Monday to Friday or inform by email at any time, if the phone number is not available. If Service Provider goes ahead with the journey despite any variation in the above conditions, the Company shall assume that these conditions were suitably met and no further claims by the Service Provider would be entertained in that respect.
- 4.2.7 The driver shall have the right to refuse Services during his desired rest hours like during the night, unless the Service Provider has already committed to provide Services during those rest hours, by way of sending Selected Quote for the Trip Request.
- 4.2.8 The Company may, as per its Policies, send a verification code to the End Customer before departure time, which the Service Provider will have to receive from the End Customer and send to the Platform via SMS or update on www.gocharlie.in within 3 calendar days of completion of Trip. Failure to do so may be treated as a case of No-show or Abortion of the trip.
- 4.2.9 Driver will take the most time-efficient and safe route, bearing in mind likely traffic problems and known diversions and explain to the passenger any necessary diversion from the most direct route.
- 4.2.10 If a passenger is coming in flight or train, the driver will be expected to meet the passenger in the arrivals hall.
- 4.2.11 Service Provider must provide safe and timely transportation to the passengers.
- 4.2.12 The Service Provider shall ensure that the passenger belongings are handled with utmost care, while loading and unloading and during the journey.

5 RISKS INVOLVED

The Service Provider understands and acknowledges the below risks and agrees to use the Platform's services despite these risks, including without limitation:



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- 5.1 Service Provider will receive the Trip Request either on SMS within 150 character limit or he will see the Trip Request in his account on the Website. In order to send the Provider's quote within 10 min or misunderstanding of the Trip Request or any machine or manual error, the Service Provider may send a wrong price quote or incorrect Vehicle number. All such claims of the Service Provider will be rejected.
- 5.2 The Trip Request is generated directly by the End Customer and sent by the Platform to the Service Provider, with no manual intervention on the side of the Company. Hence, the Company will not be responsible, if End Customer creates an incorrect Trip Request.
- 5.3 The Service Provider will not be given End Customer's name or contact details before the Booking confirmation by the End Customer.
- 5.4 The Service Provider will not be able to see the exact pick-up address as well as exact destination or drop address in the Trip Request from the End Customer. The Service Provider will only be able to see the area name and region name corresponding to the pin code of the pick-up address as well as destination and drop address. The Company tries its best to allocate the well-known and correct area names and region names corresponding to each pin code, however the Company accepts no responsibility in case of an error.