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This End Customer Agreement (“**End Customer Agreement**” or the “**Agreement**”) is entered into between you as the end customer (hereinafter referred to as the “**End Customer**” or “**you**” wherever the context so requires) 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-122001, India (hereinafter referred to as the “**Company**”/ “**we**”).

This Agreement governs the terms and conditions of availing the services from the Platform and for entering into a Transaction (defined below) by the End Customer for hiring Services Listed by a Service Provider (as defined in Section 1) on Company’s website www.gocharlie.in (“**Website**”) and telecommunication media like SMS, email, phone calls etc (together the “**Platform**”) by using the Pay Facility. You must read, agree with and accept all of the terms and conditions contained herein as these terms constitute your legal and contractual obligations towards the Company, the third party payment service provider and the Service Provider.

Capitalized terms have been defined in a section below called as “Definitions” unless defined elsewhere.

This End Customer Agreement includes, by reference, the Terms and Conditions [\(add hyper link\)](#) and the Policies [\(add hyper link\)](#).

This End Customer Agreement shall be effective and binding upon your ‘acceptance’. ‘Acceptance’ shall mean your affirmative action in clicking on the ‘check box’ and on the ‘[continue](#)’ button as provided on the End Customer’s registration (“**Registration**”) page or clicking on ‘[Pay Now](#)’ button while you are transacting as End Customer/Registered User or such other actions that implies your acceptance. All payments made by using the Pay Facility are bound by the End Customer Agreement, the Terms and Conditions, the Policies and such other terms and conditions which are listed by the third party payment service provider on their website. **If you do not agree or are not willing to be bound by the terms and conditions of this End Customer Agreement, the Terms and Conditions, the Policies and third party payment service provider, please do not click on the "check box " and on the “continue” button or do not click on [Pay Now](#) button while you are transacting as End Customer/Registered User and do not seek to obtain access to or otherwise avail Pay Facility.**

You agree that the Company may appoint any third party payment service provider to provide backend operations and support for collection, processing and remittance of the Booking Amount. In the ordinary course of business, our system does not receive, store or process any credit/debit card names, numbers, expiration dates, CVV number or equivalent, to effect any payment on our Website. These details are transferred directly from your browser to a third-party payment service provider.

However, if you establish a credit account with us, in accordance with our Policies, to enable us to collect Trip Fares, Booking Amounts and other charges and to pay the fees we charge, we may collect some additional information, such as a billing address, a credit/ debit card number and a credit/ debit card expiration date, bank account number and/ or other payment instrument details and tracking information from cheques or money orders or demand drafts.

Go Charlie may amend this End Customer Agreement at any time by publishing a revised version on the Website. All updates and amendments shall be notified through our Website at least 7 days in advance of implementation and your Continued Usage of the Platform and its services, shall be deemed to be your consent to the said amendments from the moment of its coming into effect.

1. Key Definitions:

Unless the context shall otherwise require;

“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.

“Booking” shall have the same meaning as assigned to in Clause 5.

“Booking Amount” shall have the same meaning as assigned to in Clause 5.

“Continued Usage” shall mean that the End Customer continues to be registered on the Platform.

“Customer Services Charges” shall have the same meaning as assigned to in Clause 5.

“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.

“End Customer Registration” shall have the same meaning as assigned to in Clause 4.

“Issuing Bank” in respect of an End Customer, means any bank that has issued a Valid Card (credit/ debit/ cash card) to the End Customer or the branch of a bank which maintains a Valid Bank Account in the name of the End Customer; with which the End Customer makes payment of the Booking Amount or whole or part of the Trip Fare.

“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.

"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).

"Pay Facility" means the automated electronic payment or collection and remittance facility provided by the Company to End Customers and Service Providers to facilitate purchase and sale of items/services and making payments for the same on the Platform directly through banks or financial institution infrastructure or indirectly through payment gateway facility providers or through any such facility authorized by the Reserve Bank of India to provide enabling support facility for collection and remittance of payment.

"Person" shall mean and include any individual, legal entity, company, body corporate, partnership firm, association, limited liability partnership or proprietorship, whether incorporated or not.

"Providers Quote" shall have the same meaning as assigned to in Clause 5.

"Registered User" shall mean the Service Provider and/or End Customer as the context may require.

"Registration Period" shall mean the period during which the End Customer is registered as a Registered User on the Platform.

"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.

"Service Provider" shall mean Users registered on the Website to offer for hire their travel, hospitality, leisure, logistics 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 authorized chauffeurs, other employees or agents or contractors of the Service Provider.

"Selected Quote" shall have the same meaning as assigned to in Clause 5.

"Substantial Change" means a change to the terms of this End Customer Agreement that has the effect of reducing your rights or increasing your responsibilities.

"Transaction" shall mean transaction for Services between the End Customer and Service Provider.

"Trip" shall have the same meaning as assigned to in Clause 5.

"Trip Fare" shall have the same meaning as assigned to in Clause 5.

“Trip Sheet” shall mean a document in a form prescribed by the Company, where both the Service Provider and the End Customer sign at various milestones, such as pick-up, completion, abortion, time of payment etc.

“Valid Card” means any valid credit card/ valid debit card/ valid cash card or any other card of whatsoever nature issued by Visa or MasterCard and/or by any Issuing Bank or any institution designated to issue such cards and lawfully owned by the End Customer at the time of the Transaction as well as at the time of refund, if any.

“Valid Bank Account” shall mean a valid and operational bank account in the name of the End Customer of which the End Customer is the rightful and legal owner having the ability to issue cheques/ demand drafts and make deposits, which should be held at a branch which supports Reserve Bank of India’s electronic / online banking system including, without limitation, National Electronic Funds Transfer (NEFT) and/or Real Time Gross Settlement (RTGS).

“Vehicle” shall have the same meaning as assigned to in Clause 5.

“Your Information” is defined as any information the End Customer provides to the Platform during the registration (as Registered User) for the hiring the Services or through any e-mail or SMS feature, which the End Customer is solely responsible for.

2. Construction

- 2.1 Unless otherwise stated, references to articles, clauses, sub-clauses relate to this Agreement.
- 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.
- 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 capitalized words shall extend appropriately to their respective grammatical variations including tenses, conjugations etc.
- 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.
- 2.5 This Agreement applies generally to all transactions between the Company and End Customer. 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 communication to such Service Provider as a Policy. In case of

conflict between such specific Policies and this Agreement, such Policies will be applicable.

3. Nature of Relationship

You understand, agree and accept that the nature of your relationship as an End Customer/Registered User with the Company for availing the Pay Facility is as follows:

- 3.1 Transactions, Trip Fare and all commercial terms pertaining to the Services agreed between the End Customer and the Service Provider are principal to principal bipartite contractual obligations. The Company and the Platform are mere facilitators acting as a market place for End Customers and Service Providers of services. The Pay Facility is merely used by the End Customer for the purpose of payment of the Booking Amount. Use of the Pay Facility shall not render the Company liable or responsible for either the breach of representations and warranties or any of the terms and conditions of Services agreed between the End Customer and the Service Provider. The 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.
- 3.2 The Company and the Platform do not undertake to verify the authenticity of the services Listed and related information provided by the Service Provider, as the Service Provider shall be solely responsible for providing information relating to the services offered by Service Provider on the Platform. The Platform will not be responsible in any manner in case of any discrepancies. If the Service Provider lists any Services in violation of the applicable Laws or beyond its capacity, neither the Platform nor the Company shall be liable to any User including the End Customer for any direct or indirect damages or losses caused to such User or End Customer as a consequence.
- 3.3 By accepting this End Customer Agreement and the Terms and Conditions, you have specifically authorized the Company to collect the Booking Amount electronically through Pay Facility which is the basic requirement for making a valid Transaction. Your relationship with the Company is on a principal to principal basis and by accepting this End Customer Agreement you agree that the Company is an independent contractor for all purposes, and does not have control of or liability for the Services that are listed on its Website. The Company does not ensure that the End Customer or the Service Provider will complete the Transaction.
- 3.4 You understand, accept and agree that the Pay Facility made available on the Website by the Company is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through collection and remittance facility towards the Booking Amount using the third party payment service provider. Further, by providing Pay Facility on its Website, the Company is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or Trip Fare.

4. Registration:

- 4.1 An End Customer who wishes to avail Services on the Platform shall register by providing the requisite information for the purposes of completing the End Customer registration page on the Website. The requisite information shall include, amongst others, End Customer's name, contact details including an Indian mobile number and other necessary login details.
- 4.2 The End Customer 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.
- 4.3 Upon any change, the End Customer shall update such information or data and documents in writing with the Platform within a reasonable period of time.
- 4.4 Upon submitting the necessary information and authorization, the End Customer shall receive a verification code on the registered mobile number as well as on registered email. Thereafter the End Customer shall provide the said verification code on the Website in order to activate the End Customer's account on the Website.
- 4.5 Upon completion of necessary formalities, the Platform may, at its sole discretion without the need to provide reason for refusal, complete End Customer's registration ("**End Customer Registration**"). By checking box and accepting the terms and conditions for obtaining End Customer Registration, the Service Provider shall be deemed to have agreed to the terms and conditions set out herein, the Terms and Conditions and the Policies.
- 4.6 The Company has the right to suspend/terminate the End Customer Registration and the use of the Platform by the End Customer, 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 End Customer has failed to provide updated information, data or documents and in such case the End Customer shall also be liable for all the liabilities, risks, damages and consequences that may arise from the very beginning.
- 4.7 The Company may reinstate or activate End Customer Registration subject to the Service Provider providing such information, data, and undergoing such verification as may be required by the Company and as provided in this Agreement, the Terms and Conditions or the Policies. End Customer Registration is subject to the End Customer remaining an active User of the Platform.
- 4.8 Upon identifying or being notified by any Person or by law enforcement agency that End Customer has violated any Law in the performance of the Transaction, the Company may immediately suspend End Customer 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.

5. Hiring Services on the Platform:

- 5.1 Once you register to become a “Registered User” you may put your request on the Website for the category of vehicle you require (“**Vehicle**”), date, time and the place you intend to travel, chosen trip package, origin and destination locations etc (“**Trip Request**”). Upon the receipt of the Trip Request from the End Customer, the Company will get the price quotes from the interested Service Provider/s registered as Registered Users of the Platform. Though the Service Provider would be Registered Users, the End Customer agrees that he would not be entitled to question the Company on the credibility of the Service Provider and that the Company shall not be held liable for conducting or the lack of background check on the Service Provider.
- 5.2 Upon sending a Trip Request, interested Service Providers may respond with a single overall price quote for the full Trip (“**Provider’s Quote**”) either by SMS or on the Website. Subject to the other terms and conditions of this Agreement, the Service Provider’s Quote shall be displayed on the Website plus any other charges that the Company may decide to charge the End Customer (“**Customer Service Charges**”) along with Service Tax, if applicable.
- 5.3 It may be noted that Provider’s Quotes shall be valid for a period of 20 minutes of generation of the new Trip Request, within 20 minutes the End Customer shall be required to confirm the Transaction by paying the Booking Amount to the Company, failing which the Provider’s Quotes will expire. The Provider’s Quotes shall arrive only until 10 minutes of generation of a new Trip Request.
- 5.4 The End Customer agrees and acknowledges that the Company shall not be liable if the End Customer does not receive any price quotes or such quotes which fits into the End Customer budget. However, it will be the sole decision of the End Customer to accept or deny any Provider’s Quotes made available on the Platform.
- 5.5 If the End Customer selects the any Provider’s Quote (“**Selected Quote**”), the End Customer shall be required to complete the booking (“**Booking**”) by making a valid payment of an amount equal to 10% of the Selected Quote or discounted Selected Quote, if applicable, and any applicable Customer Service Charges along with Service Tax, if applicable (“**Booking Amount**”) using an authorised and Valid Card or Valid Bank Account 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**”). The balance Trip Fare shall be payable by the End Customer to the Service Provider at the end of the Trip in accordance with this Agreement and the Policies.
- 5.6 Only after such confirmation of booking, the Platform will provide you with the despatch and contact details of the Service Provider and other such necessary details of the trip booked (“**Trip**”) on the Website and by SMS or email.
- 5.7 The End Customer agrees and acknowledges that since the End Customer and the Service Provider shall be deemed to have entered into a bipartite agreement for hire of the Services, the End Customer shall also be bound by any additional non

conflicting terms and conditions of Services of the Service Provider, which have been brought to the End Customer's knowledge while making the Booking. The End Customer shall be bound by the terms of Services set out in Annexure 1 hereto.

- 5.8 Further, the End Customer agrees and understands that the concerned Service Provider alone shall be responsible for providing the Service as per the requirements set out in the Trip Request by the End Customer. Neither the Company nor the Platform shall be liable for any losses, damages, agony or inconvenience caused to the End Customer by non-delivery or lack of performance by the Service Provider.
- 5.9 Upon completion of Services, the End Customer shall pay the balance of 90% of the Selected Quote along with applicable taxes on the entire Selected Quote to the Service Provider or balance taxes as applicable. The Service Provider will provide the receipt for the payment of the Selected Quote with applicable tax to the End Customer.
- 5.10 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 Usage after the notification of amendments on the Website for a period of 7 (seven) calendar days from the time of the notice of amendments shall mean full understanding and agreement to the amended agreement and Policies.
- 5.11 You 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 including you, orally or writing and using criteria set out in the Policies.

6. 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, the Company shall refund the whole of the Booking Amount to the End Customer.
- 5.1.2 In case of no show by the End Customer, the Booking Amount shall be forfeited.

7. Booking Amendment, Cancellation And Trip Abortion

If a Trip is amended between the Service Provider and End Customer, or cancelled or aborted anytime before or after the scheduled departure time for any reason, the Company shall have the sole authority to investigate and determine the cause of

such amendment, cancellation or abortion or whether the Trip should be treated as aborted, completed or a no-show.

7.1 Booking amendment

Upon completion of Booking, the End Customer is legally bound to avail Services from the concerned Service Provider, subject to the terms and conditions set out herein and the Policies. 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.

7.2 Booking cancellation by the End Customer

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 any refund of the remaining Booking Amount to the End Customer shall be only as follows:

7.2.1 Up to 12 hrs before departure time: 100% of the Advance will be refunded

7.2.2 Within 12 hrs of the departure time: 50% of the Advance will be refunded

7.2.3 At any time before departure time: Full Customer Service Charges plus taxes will be forfeited and retained within Company Account.

7.3 Booking Cancellation by the Company

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:

7.3.1 If either the concerned Service Provider or the End Customer 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

7.3.2 If the verification or Know Your Customer documents/information submitted either of the concerned Service Provider or the End Customer are invalid, tampered or forged; or

7.3.3 If the verification or Know Your Customer documents/information received from the concerned 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

- 7.3.4 If the Company discovers that the Service Provider has listed Services which violates this Agreement, the Terms and Conditions or the Policies; or
- 7.3.5 The Company is instructed by any Law enforcement agency or Authority to deny or decline or withhold such remittance or cancel the Transaction; or
- 7.3.6 The card or online payment of the Booking Amount is later declined by the payment gateway facility provider, card issuing bank or any third party service providers of the Company; or
- 7.3.7 In case of any breach of obligation, representation or warranty given by the End Customer hereunder.
- 7.3.8 In case of anticipation of any Force Majeure event or after receiving any information which in the opinion of the Company anticipates possibility of any harm or loss to the concerned Service Provider or End Customer.

The Platform, the Company its officers, directors, employees, agents and contractors shall not be held liable for any direct or indirect Loss incurred by the End Customer arising out of such cancellation of Transaction. In no event shall the Platform, the Company, its officers, directors, employees, agents and contractors be liable for consequential, remote, indirect, special, incidental or punitive loss, damage, compensation, costs, charges or expenses (including without limitation, loss of profits, loss of opportunity arising there from, etc).

7.4 Trip Abortion

- 7.4.1 The End Customer agrees and understands that in case of any refusal or failure on his part to carry out his obligations including to show up for the scheduled Trip or complete the entire Trip, upon entering into the Transaction, the Company has the right to forfeit part or full Booking Amount. No refund claim from the End Customer shall be entertained if the End Customer has failed to fulfil his obligations hereunder. It is understood that these charges are not in the nature of penalty.
- 7.4.2 The Service Provider may collect an amount proportionate to the distance covered or time spent during the Trip plus applicable taxes, till the moment of Abortion or the balance Trip Fare directly from End Customer in case of Trip Abortion by the End Customer.
- 7.4.3 The End Customer agrees and understands that, as the Company merely provides a Platform to connect Service Providers and End Customers, any abortion of Trip by the Service Provider shall be entirely the risk of the End Customer. In no circumstances shall Company be liable to compensate End Customer for any direct or incidental loss or harm as a result of this.
- 7.4.4 In the event of an abortion of the Trip due to a Force Majeure event, the Service Provider 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

The End Customer (i.e. only the affected party) may claim a refund of or chargeback the whole or part of Booking Amount only under circumstances as set out below:

- 8.1 The Service Provider failing to deliver the Services at the appointed place and time and thereafter upon a mutual oral agreement between the Service Provider and the End Customer; or
- 8.2 The actual make of the Vehicle does not match the Vehicle promised to be sent during the Trip or important features requested in the Trip Request such as roof carrier, air conditioning etc missing in the vehicle,
- 8.3 provided no such refund claim shall be entertained if the End Customer has decided to go ahead and avail the Services despite shortcomings mentioned in the above two sub-clauses; or
- 8.4 The use of a debit or credit card or bank account while paying part or whole of Booking Amount was unauthorized or was a result of fraud or hacking of bank account password.
- 8.5 Any refund claim of the balance Trip Fare paid to the Service Provider shall be at the sole discretion of the Service Provider. The Company shall not be responsible for any claims for refund of the balance Trip Fare.
- 8.6 Refunds, if eligible, shall only be made in Indian Rupees and shall be equivalent to the Booking Amount received. The End Customer shall bear any foreign exchange conversion risk, loss, charges or fees, if any.
- 8.7 For electronics payments, refund shall be made through the Pay Facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank of India.
- 8.8 Refund shall be subject to the End Customer complying with the provisions of the Terms and Conditions, Policies and any terms and conditions set out by the concerned Service Provider, and the Company shall have recourse to such refund in case of any misuse, fraud, misrepresentation by the End Customer or a mistake of any Party.
- 8.9 As the company does not take the responsibility of the pay facilities of the service provider, the company shall not be liable for any losses, direct or indirect, caused to the end customer 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. The end customer must keep a proof of payment by getting signatures of the service provider on the trip sheet every time a payment is made by the end customer to the service provider.

9. Representations, Warranties and Undertakings

- 9.1 The End Customer shall, at all times, abide by this End Customer Agreement, the Terms and Conditions, Policies and applicable laws which are incorporated herein by reference. The End Customer shall also be bound by any additional terms and conditions set out by the concerned Service Provider for providing Services.

- 9.2 The End Customer 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.
- 9.3 The execution and delivery of this Agreement and the performance of the End Customer'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 End Customer has obtained any or all consents, approvals, authorizations of Authority required for the execution, delivery and performance of its respective obligations hereunder.
- 9.4 There is no action, suit or proceeding pending against the End Customer 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.
- 9.5 During the Registration Period, the End Customer shall neither act as a Service Provider nor use the Company's services meant for the Service Provider, including without limitation, providing Services for passenger transportation nor collude with the Service Provider to commit an act of fraud.
- 9.6 End Customer shall ensure that its user name, password, user code 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.
- 9.7 The End Customer will also not make any offer, either online or offline, of colluding in any manner with Service Provider outside the Platform. Under no circumstances will the End Customer attempt to divert any Service Provider or be diverted by a Service Provider to use the services of the Service Provider outside of the Platform at any time before or after entering into the Transaction, as long as either the End Customer or the concerned Service Provider is registered on the Platform. During such time, the End Customer shall not provide any information to any Service Provider such as contact information which will enable a Service Provider to contact End Customer outside the Platform to directly provide Services instead of providing it from the Listing on the Platform.
- 9.8 At the end of the Trip, End Customer shall demand proper proof of delivery of services including a Trip receipt, invoice of full Trip fare and copy of the Trip Sheet and retain with himself and furnish to the company if demanded. The End Customer may note that these documents would be helpful in the grievance redressal, if any.
- 9.9 The End Customer shall comply with this Agreement or the Terms and Conditions or Policies or applicable Laws at all times. If it comes to the End Customer'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 End Customer shall take all steps to inform the Company of the same forthwith and address the breach forthwith.

- 9.10 During the trip, the end customer shall take care not to cause any direct or indirect loss or harm to the person or property of the service provider, its employees, agents or contractors, the end customer himself, any co-passengers, the vehicle or any third party person or property.
- 9.11 In connection with your use of the Website, or the Pay Facility, or in the course of your interactions with the Company, you shall not:
 - 9.11.1 breach any provision of this End Customer Agreement, Terms and Conditions and Policies or any other agreement that you have entered into with the Company;
 - 9.11.2 Violate any law, statute, ordinance, or regulations including (for example, Foreign Exchange Management Act, 1999 and any rules notified there under, Customs Act, Information and Technology Act, 2000, Prevention of Money Laundering Act, 2002 and rules, Foreign Contribution Regulation Act, 1976 and rules, Income Tax Act, 1961 and rules, Export Import Policy of government of India, the Indian Penal Code, the Consumer Protection Act and allied laws);
 - 9.11.3 Unauthorized use or any attempt thereto of a valid credit card / debit card and such other infrastructure or any other financial instrument or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment;
 - 9.11.4 Infringe Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - 9.11.5 Provide false, inaccurate or misleading information regarding your personal details/identity or your Transaction etc;
 - 9.11.6 Send or receive funds in violation of any laws or regulations;
 - 9.11.7 Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to the Company;
 - 9.11.8 Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both the Company and the Service Provider for the same transaction;
 - 9.11.9 Conduct your business or use the Pay Facility in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to the Company, a User, a third party or you;
 - 9.11.10 Have a credit score from a credit reporting agency that indicates a high level of risk whether associated with your use of the Pay Facility or otherwise; ;

9.11.11 Use Pay Facility in a manner that the Company, Visa, MasterCard, or such other card association companies or any Bank may reasonably believe to be an abuse of the credit / debit and such other infrastructure or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment system or a violation of credit card association rules;

9.11.12 Take any action that imposes an unreasonable or disproportionately large load on the Company's Website infrastructure;

9.11.13 Take any action that may cause the Company to lose any aspects of the Pay Facility from Company's internet or other service providers, payment processors, or other suppliers;

9.11.14 Use Pay Facility to test credit card behaviors.

10. Indemnity

10.1 The Company or the Platform shall not be responsible for any loss of or damage caused to the person or property of the End Customer or any persons, live stock or property accompanying the End Customer during the Trip nor for any except to the extent any such claims may be directly and solely attributable to the gross negligence or wilful misconduct of the Company, its authorized directors, officers, and/or employees.

10.2 The End Customer hereby agrees to indemnify, defend, and hold 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 hiring the Services, (ii) entering into the Transaction, (iii) delivery or non-delivery of Services 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 Platform 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.

10.3 Upon becoming aware, End Customer shall give Company prompt written notice of above loss.

11. Limitation Of Liability

11.1 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, its officers, directors, employees, agents and contractors be liable for any indirect, remote, consequential, special, incidental or punitive losses or damage, compensation, costs, charges or expenses (including without limitation, loss of profits, loss of opportunity arising there from, etc.).

- 11.2 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 End Customer 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) End customers or Service Providers or Users giving wrong information on the Platform and violating Terms and Conditions, Policies and their respective agreements 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.

12. Force Majeure

- 12.1 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 Party prompt written notice (either in the form of email or SMS 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.
- 12.2 Each Party further agrees to use all reasonable efforts to correct such conditions as quickly as possible and to give the other Party 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 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.

13. Termination and Other Actions:

The Company may immediately terminate this Agreement followed by cancellation of Registration for breach of either this Agreement or the Terms and Conditions or the Policies by End Customer, provided that the Company may afford an opportunity to the End Customer to cure a breach (if it is indeed of such a nature) within a period of 7 (seven) calendar days. In the mean time, the Company may suspend the End Customer'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 End Customer's registration.

In case of any End Customer attempting to commit or committing any of restricted activities or any illegality or wrong under the End Customer Agreement, Terms and

Conditions or Policies, the Company reserves the right to report any such illegal activity to the appropriate enforcement agencies and/or initiate civil or criminal prosecutions against End Customer in a court of law.

14. Data Privacy:

The personal information / data provided by the End Customer to the Platform or Pay Facility during the course of a Transaction will be treated and retained in accordance with the Privacy Policy of the third party payment service provider and applicable Laws and regulations including but not limited to Information Technology Act 2000 and rules made there under.

15. Disclaimer:

All Transactions are on principal to principal basis and bipartite contracts between the End Customer and the Service Provider. The Company by facilitating Pay Facility does not in any way become a party to the Transaction. Pay Facility is only a payment processing, collection and remittance facility provided on the Company's Website and by providing such a facility the Company is neither involved in the hiring and providing of the Services on the Platform nor is responsible for any non-performance or breach of any contract entered into between the End Customer and the Service Provider.

The Company disclaims all warranties and conditions with regard to Services booked by the End Customer, performance of chosen Service Provider, software and products offered, including all implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement.

16. Your Consent:

By using the Website and/ or by providing your information, you consent to the collection and use of the information you disclose on the Website in accordance the Policies.

17. Limit on volume of Transactions

The Company reserves the right to impose limits on the number of Transactions or Booking Amount which the Company may receive from an individual Valid Card / Valid Bank Account and such other infrastructure or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual End Customer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

18. Reject / hold processing of Transactions:

The Company reserves the right to refuse to process Transaction amount in respect of Transactions by End Customer with a prior history of alleged or proven charges including without limitation breach of any agreements by the End Customer with

the Company or breach / violation of any applicable Law or any charges imposed by Issuing Bank or breach of any Policies or Terms and Conditions.

The Company may conduct such checks as it deems fit on the End Customer at any stage during the Registration Period for security or other reasons. As a result of such check if the Company is not satisfied with the creditability of the End Customer or genuineness of the Transaction, it will have the right to refuse processing the Transaction.

The End Customer and the Service Provider acknowledge that the Company shall not be liable for any damages, interests or claims etc. resulting from refusing to process a Transaction or any delay in processing a Transaction or Booking Amount which is for reasons beyond the control of the Company.

19. Delays:

Pay Facility is an automated and electronic facility. The Company shall make reasonable efforts to ensure that requests for electronic debits and credits involving Issuing Bank are informed to the nodal bank in the payments facilitation ("**Nodal Bank**") in a timely manner. However, a number of factors, several of which are outside of the Company's control (including without limitation actions of Issuing Bank, Nodal Bank and the bank or credit / debit card and such other infrastructure or any other financial instrument or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment where the advance booking amount is remitted / refunded), may contribute to delays when the Booking Amount is either collected or remitted by the Company through Payment Facility. The Company neither makes any representations nor makes any warranties regarding the amount of time needed to complete processing, including delays in the banking system and nor shall the Company be liable for any actual or consequential damages arising from any claim of delay.

20. Confidentiality

- 20.1 All communications between the Parties and all confidential information given to or received by the End Customer from the Company, and all information concerning the business transactions of the 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 End Customer unless specifically permitted to the contrary in writing to the Company.
- 20.2 The End Customer agrees and acknowledges that the data/information provided to the Company during the term of this Agreement may be used by the Company for the purposes of providing marketing information, informing about new services, inviting participation in various surveys and the like.
- 20.3 Further 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 of the Website.

20.4 This Clause and the obligations contained in this Clause shall survive the termination or discharge of this Agreement.

21. Governing law and Dispute Resolution:

21.1 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.

21.2 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation, or alleged material breach of any of the provisions of this Agreement or regarding any question, the dispute shall be referred to a single arbitrator to be appointed by both Parties. If the Parties are unable to agree on a single arbitrator within 30 days of date of notice of dispute by one Party, each Party shall notify the other of appointment of one arbitrator each within the next 15 days. Such arbitrators shall then appoint the third arbitrator within the following 30 days. The arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration proceedings shall be at Gurgaon, Haryana and shall be in English language. Irrespective of the fact of which Party initiates the arbitration, the costs of the arbitration proceedings shall be borne by both Parties equally. The arbitrator's award shall be final and binding.

21.3 Subject to the arbitration clause above and for procedural purposes, the Parties agree to submit to the jurisdiction of courts of Gurgaon, Haryana.

21.4 In case of a Transaction related dispute between the Service Provider and the End Customer and subject to the prior consultations by the Service Provider and/or the End Customer with the Company in such a case which 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 between themselves 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.

22. Notices:

22.1 Any notices or communications required to be given or served by any of the Parties on the other in respect of this Agreement, shall be given in writing in English, and shall be deemed to have been duly served:

22.1.1 In case of the Company serving the notice: if sent by prepaid registered mail with acknowledgement due at the address provided by the End Customer on the Platform or at such other address as may have been notified to the Company in accordance with this clause OR by email or SMS at the last registered email address/mobile numbers provided by the End Customer

to the Company for the attention of the person concerned as notified to the Company from time to time.

22.1.2 In case of the End Customer serving the notice: if sent by prepaid registered mail with acknowledgement due at the address specified by the Company on the Website or at such other address as may have been notified to the End Customer in accordance with this clause AND by facsimile process to Company for the attention of Chief Executive Officer or by email at the email address care@gocharlie.in or as may be intimated to the users of the Website by email or SMS or by publication on the Website, from time to time.

22.2 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 or SMS.

23. Assignment

The Registration shall not be transferable. As such the End Customer 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 End Customer. It is hereby 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.

24. Amendment

24.1 Any change or modification of this Agreement may be made only by the Company and 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 End Customer of the amendments by email or registered post or SMS. The End Customer's Continued Usage of the Platform for a period of 7 (seven) calendar days from the time the notice of amendments, which shall be deemed to have been received as specified in the notices clause, shall be considered as the End Customer's acceptance of the amendments.

24.2 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.

25. Relationship

This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties.

26. Waiver

Unless otherwise stated specifically in the Terms and Conditions, Policies and this Agreement, no forbearance, indulgence or relaxation or inaction by the Company 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 the Company to require performance of that provision, and any waiver or acquiescence by the Company 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.

27. 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 not be imperative and shall not be part of the consideration moving from either Party hereto to the other and remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

28. Best endeavours

The End Customer shall from time to time 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.

29. Interpretation of the Agreement, Terms and Conditions and Policies

The End Customer 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.

30. Language and understanding

The end customer 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 favor of the company and/or the platform. The end customer 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.

31. Grievance Officer:

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer is published on the Website.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable as amended by the Information Technology (Amendment) Act 2008 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.

ANNEXURE 1: ADDITIONAL TERMS AND CONDITIONS OF SERVICES

1 PRICES CHARGEABLE TO END CUSTOMER BY SERVICE PROVIDER

1.1 Trip types

1.1.1 **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.

1.1.2 **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:

1.1.2.1 **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.

1.1.2.2 **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

1.1.2.2.1 **Outstation trip (Single-city):** Trip involves outstation location as a base and travel in the vicinity of that outstation location.

1.1.2.2.2 **Outstation trip (Multi-city):** Trip involves multiple outstation locations.

1.2 Successful trips

1.2.1 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:

1.2.1.1 **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.

1.2.1.2 **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.

1.3 Additional rates and items

- 1.3.1 **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:
 - 1.3.1.1 Rate per km (RPK) in Rs
 - 1.3.1.2 Rate per hour (RPH) in Rs
 - 1.3.1.3 Hilly area adjustment in %: RPK and RPH will be adjusted upwards by this % in case of travel involves hilly areas.
 - 1.3.1.4 AC adjustment in %: RPK and RPH will be adjusted upwards by this % in case of AC or blower use during travel.
- 1.3.2 **Other Additional items**
 - 1.3.2.1 Additional km: Actual trip distance in km (as per vehicle odometer or GPS meter) - Estimated trip distance in km (in Trip Request)
 - 1.3.2.2 Additional hours: Actual trip time in hrs – Trip time in hrs as per Trip Request. Additional hours of more than 0.25 hrs will be counted as full hour.
 - 1.3.2.3 Additional day: Each additional day will be billed for at least 250 km or actual km, whichever is higher.

1.4 Pricing

- 1.4.1 **Successful trip Type 1:** Service Provider can collect only 90% of the Selected Quote, plus any applicable taxes on the full Selected Quote.
- 1.4.2 **Successful trip Type 2:** Service Provider can collect two kinds of charges:
 - 1.4.2.1 90% of the Selected Quote, plus any applicable taxes on the full Selected Quote
 - 1.4.2.2 Additional amount: This is calculated as below for different trip types:
 - 1.4.2.2.1 Point to point trips: $RPK \times \text{Additional km}$
 - 1.4.2.2.2 Time based Local trips: Whichever is higher:
 - 1.4.2.2.2.1 $RPK \times \text{Additional km}$
 - 1.4.2.2.2.2 $RPH \times \text{Additional hours}$
 - 1.4.2.2.3 Time based Outstation trips
 - 1.4.2.2.3.1 Trip concludes on the date mentioned in Trip Request: Whichever is higher:
 - 1.4.2.2.3.1.1 $RPK \times \text{Additional km}$
 - 1.4.2.2.3.1.2 $RPH \times \text{Additional hours}$
 - 1.4.2.2.3.2 Trip exceeds beyond the date mentioned in Trip Request: For each additional day, whichever is higher:
 - 1.4.2.2.3.2.1 $RPK \times 250 \text{ km}$
 - 1.4.2.2.3.2.2 $RPK \times \text{Actual km during a day}$

1.4.3 **Incidental charges:** In both types of Successful trips, the Service Provider can collect only following “**Incidental charges**”, as applicable:

1.4.3.1 Parking charges

1.4.3.2 Toll charges

1.4.3.3 Any state or UT or special area entry/exit charges

1.5 Other items

1.5.1 Pre-authorization on the Valid Card used for the Booking shall be provided by the End Customer, where requested by the Platform, to enable the Platform to levy charges like late start etc.

1.5.2 A day would be counted between 12 midnight to 12 midnight.

1.5.3 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.

1.5.4 None of the charges below shall be demanded from the End Customer (if the same are demanded, the End Customer shall inform the Platform about the same by phone or email or on the Website):

1.5.4.1 driver over-night stay charges

1.5.4.2 charges for late journey finish, like beyond 10 pm

1.5.4.3 extra charges for different terrains like hills, plains, snow clad areas, deserts, forested areas, beach areas etc

1.5.4.4 extra charges for different timings of the day like night

1.5.4.5 extra charges for different traffic conditions like peak traffic hours

1.5.5 Provider’s Quote for an End Customer 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.

1.5.6 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.

1.5.7 After Booking confirmation, the Platform will send a start code and an end code is sent to the End Customer. The End Customer shall provide the start code to the Service Provider at the time of pickup and end code after the Trip ends.

1.5.8 Ratings of the Service Providers:

- 1.5.8.1 Service Provider ratings are shown on the Website merely for the benefit of the End Customer. The Company accepts no responsibility for any loss, direct or indirect, or consequential, or any harm caused to the End Customer due to the conduct of the Service Provider and/or its chauffeurs, employees, agents or contractors.
- 1.5.8.2 In order for the End Customers to be able to differentiate on the quality of Service Providers, the Asset Rating of the Service Provider will be displayed on the Live Quotes page. For each Service Provider, Asset Rating will be later on replaced by the Service Rating on the Live Quotes page. Asset Rating will intend to signify the quality and quantity of assets of Service Provider, while Service Rating will intend to signify the quality of service provided by Service Provider to previous Users.
- 1.5.8.3 The criteria on which the Asset Rating and Service Rating are based shall be determined solely by the Company and set out on the Website for the information of the Users including End customers and Service Providers.
- 1.5.8.4 The time when the Asset Rating for a particular Service Provider is replaced with Service Rating, will solely be decided by the Company
- 1.5.8.5 The Company does not guarantee how well the Asset Rating and Service Rating signify the assets and service levels of a particular Service Provider.

2 PERFORMANCE STANDARDS

- 2.1 If the Service Provider notices any deviations in the End Customer 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.
- 2.2 It is the Service Provider's responsibility to inform the End Customer as soon as possible, if he is not in a position to pick the End Customer at the agreed place and time for any reason. The Company shall not be responsible for loss, direct or indirect caused due to failure on the part of the Service Provider to do so.
 - 2.2.1 At the start of the journey, the Service Provider will 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 End Customer with his photograph. Service Provider must also pick-up the End Customer from the pick-up address provided in the booking confirmation. If there is any variation in the said conditions, the Service Provider will abort the journey.
 - 2.2.2 The Service Provider 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.

- 2.2.3 The Company may, as per its Policies, send a verification code to the End Customer before departure time, which the End Customer agrees to share with the Service Provider on the completion of Trip.
- 2.2.4 It shall be prerogative and duty of the Service Provider to take the most time-efficient and safe route, bearing in mind likely traffic problems and known diversions and explain to the End Customer any necessary diversion from the most direct route. The End Customer shall voice any concern right then and there with the Service Provider.
- 2.2.5 If the End Customer is coming in flight or train, the Service Provider will be expected to find the End Customer in the arrivals hall.

3 RISKS INVOLVED

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

- 3.1 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 and as a consequence the Company or Operator decides to cancel the Transaction.
- 3.2 The End Customer will not be given Service Provider's name or contact details before the completion of the Booking by the End Customer.
- 3.3 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. It shall be the responsibility of the End Customer to cooperate to help the Service provider's chauffeur to locate the pickup address and the exact drop off address once the chauffeur reaches nearby vicinity.
- 3.4 The Company conducts limited KYC on the Service Provider for its purposes. The Company has no control over the chauffeurs provided by the Service Provider for rendering Services. The Company accepts no responsibility for any loss, direct or indirect, or consequential, or any harm caused to the End Customer or co-passengers or their respective properties due to the conduct of the Service Provider and/or its chauffeurs, employees, agents or contractors.