

TERMS AND CONDITIONS FOR USERS

(Bikes)

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000.

A. GENERAL TERMS

These terms and conditions, including the General Terms and Special Terms along with any agreements executed or accepted by you ("you/ your" or "User" or "Customer"), which are incorporated herein by reference ("Terms") when you access, use or interact with the mobile application ("Sanchari App") or website available at <https://sanchari.live/> (collectively, "Platform") whether through a computer or a mobile phone or any other device ("Device") or avail the Services (defined hereinafter) provided by Godavari Wave Technologies Private Limited ("Sanchari" / "Company" / "us", "we" or "our"). All the Services provided by the Company to you would be by means of your use of the Platform. These Terms will govern the relationship between you and the Company in the course of provision of the Services. These Terms govern your access/interaction or use of the Platform and/or availing of Services. Please read these Terms carefully before using the Platform or registering on the Platform or accessing any material or information through the Platform, or availing the Services. By using this Platform or availing the Services, you acknowledge that you have read and understood these Terms and agree to be bound by these Terms, without any limitation or qualification. If you do not agree with these Terms, please do not access the Platform or avail the Services. These Terms expressly supersede prior agreements or arrangements with you. Use of and access to the Platform is offered to you upon the unconditional acceptance by you of all the terms, conditions, and notices contained in these Terms and Privacy Policy (which is incorporated herein by reference), along with any amendments made by the Company at its sole discretion and posted on the Platform from time to time.

I. SERVICES

Godavari Wave Technologies Private Limited operates the "Sanchari" digital platform as a technology-enabled marketplace facilitating digital discovery and connection between independent vehicle operators ("Captains") and Users seeking transportation or package delivery services.

Sanchari does not own vehicles and does not itself provide transportation or delivery services. All such services are independently provided by Captains in their individual capacity.

Through the Platform, Users may:

1. Discover available Captains for transportation services (Bikes/auto /cab);
2. Request package delivery services from independent Captains; and
3. Access technology features such as fare estimation, booking interface, communication tools, safety features, and optional digital payment facilitation where enabled.

The Captain has sole discretion to accept or reject each Service Request.

II. YOUR REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

In relation to your use and access of the Platform or for availing the Services, you represent, warrant, and provide the following undertakings:

1. For the purposes of registration/creation of an account on the Platform, you confirm that you are 18 years of age.
2. The Service is not available for use by persons under the age of 18. You may not authorize third parties to use Your Account (defined below), and you may not allow persons under the age of 18 to receive Services through Captains unless they are accompanied and/or overseen by you. However, you agree to take full responsibility for the use of Services by such minors including in respect of ensuring their safety while availing such Services and Sanchari will not be responsible or liable for any consequences arising from the same.
3. If the Company becomes aware or it acquires credible knowledge that you have misled us regarding your age, then the Company reserves its rights to deactivate the account and you will not be liable to raise any claims including any insurance from the Company.
4. These Terms impose valid and legally binding obligations on you and are enforceable against you.
5. You confirm that you neither have had any insolvency proceedings against you nor have you ever been adjudicated insolvent by any court or other authority.
6. You are not restricted by any legal, regulatory, judicial, quasi-judicial or other authority, to access the Platform or avail the Services, including to enter into transactions contemplated for availing the Services.
7. You agree to use the Services only for purposes that are permitted by these Terms and in accordance with applicable laws.
8. By using the Platform or the Services, you authorize Sanchari, whether directly or indirectly through third parties, to collect information about you or make any inquiries necessary to validate your identity, in accordance with our Privacy Policy. Please read the Privacy Policy to understand how we collect, process, and share your information, including personal information and sensitive personal data or information (collectively, "Information").
9. Further, we may ask you for Information or documents that will allow us to reasonably identify you, requiring you to take steps to confirm your right over your email address or financial instruments, or verifying your Information against third party databases or through other sources. We reserve the right to terminate, suspend, or limit access to the Services in the event we are unable to obtain or verify this Information.
10. When you provide any Information to Sanchari, you agree to provide only true, accurate, current and complete Information. You understand and acknowledge that the responsibility to provide correct Information, including the contact information, bank account details, etc., as required in connection with the Services, lies solely with you. You must take all caution to ensure that there are no mistakes and errors in the Information you provide. We will not be responsible to verify the accuracy of the Information provided by you.

III. OPERATION OF PLATFORM

1. You must register on the Platform and create an account on the Platform ("Your Account") by providing accurate Information as sought during the registration process. You are solely responsible for maintaining the confidentiality of your credentials (username, password, etc.) provided upon registration and the Company is not liable for any loss you may incur as a result of someone else using Your Account, either with or without your knowledge.
2. Your Account cannot be transferred, assigned, or sold to a third party.
3. You agree to accept responsibility for all activities that occur in or from Your Account. You agree to establish reasonable security procedures and controls to limit access to the password or other identifying information of Your Account to unauthorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your Information. Your credentials include your username and password to Your Account and to any third-party account you have used to login to Your Account.
4. You agree to inform us immediately if you have any reason to believe that your login credentials have become known to anyone else, or if the password or Your Account is being or is likely to be used in any unauthorized manner.
5. Sanchari will not be liable for any breach of security or unauthorized use of Your Account.
6. The Company will forward your booking request made on the Platform ("Service Request") to the Captain through an app-based Device operating on GPS-GPRS available with the Captain.
7. The Company may monitor and record calls made to the Captains, for the purpose of training and improving customer care services, including complaint related services.
8. The Captain will have the sole discretion to accept or reject each Service Request.
9. If the Captain accepts the Service Request, a notification will be sent to you with the Information regarding the Captain including their name, contact number, and Vehicle registration number, etc.
10. The Company will make reasonable efforts to bring you in contact with the Captain in order to obtain the Service subject to availability of the Captain in or around your location at the time of your Service Request.
11. Even after acceptance of the Service Request, the Captain may not reach your pickup location or decide not to render the Service, in which event the Company will not be held liable.
12. The Company will not be liable if you do not download the correct mobile application to access the Platform or do not visit the appropriate web portal.
13. For the avoidance of doubt, it is clarified that the Company itself does not provide the Transportation Services and Package Services and only facilitates these services through the Platform. It is the Captain who is responsible for rendering the Transportation Services and Package Services to you. You acknowledge that Sanchari is merely an intermediary and does not provide the Services as a transportation carrier and the Transportation Services and Package Services are provided by independent third-party contractors (Captains) directly who are not employed by Sanchari or any of its affiliates.

14. The Company reserves the right to discontinue or introduce any of the modes of Service Requests and/or for providing Services.

IV. YOUR CONDUCT

1. You will use the Services for lawful purposes and in compliance with applicable laws, and refrain from doing anything which we reasonably believe to be disreputable or

capable of damaging our reputation and will comply with all applicable laws of the Republic of India.

2. You will treat the Captain with respect and not cause damage to their Vehicle or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their Vehicle.

3. The Company is not responsible for the behaviour, actions, or inactions of Captains or quality of Vehicle which may be provided to you by the Captains. Any contract for the provision of Vehicle and/or for the Services is exclusively between you and the Captain and the Company is not a party to the same.

4. By using the Platform, you acknowledge and agree that:

a. You will download Sanchari App for your sole, personal use and will not resell it to a third party;

b. You will not authorize others to use Your Account;

c. You will not assign or otherwise transfer Your Account to any other person or legal entity;

d. You will not use the Platform for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

e. You will not use the Platform to cause nuisance, annoyance or inconvenience to either Company, Captains or third parties;

f. You will not misuse the Platform or attempt to defraud either the Company, Captain or third parties;

g. You will not impair the proper operation of the Platform and you will not use any device, software, routine, file or other tool or technology, which includes any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage, interfere with or affect functionality or operation of the Platform or the Services, to surreptitiously intercept or expropriate any system, data or information in connection with the Services or as hosted/available on the Platform, or to affect the operation of any other websites or the internet;

h. You will not take any action that imposes an unreasonable or

disproportionately large load on the infrastructure associated with the

Platform or the Services, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique;

i. You will not try to harm the Platform in any way whatsoever;

j. You will not copy or distribute the Platform or its contents without written permission from the Company;

k. You will keep secure and confidential your account password or any identification which the Company may provide you which allows access to the Platform;

l. You will provide the Company with whatever proof of identity we may request;

m. You will only use an access point or at least a 3G, 4G or 5G data account access point which you are authorized to use;

n. You will not use the Platform with an incompatible or unauthorized Device;

o. You will not indulge in any fraudulent activities including, but not limited to intentionally falsifying Information, create dummy/duplicate accounts for fraudulent purposes, manipulate the settings on a phone/Device to prevent or impair the proper functioning of the Platform, abuse promotions and/or not use them for their intended purpose, dispute charges for fraudulent or illegitimate reasons, falsify documents, records, or other data for fraudulent purposes, or any other activity which is in contravention of applicable laws, is in violation of these Terms, or is not intended or permitted under these Terms; and

p. If you create more than one account per User, Sanchari has the right to terminate such accounts

5. In addition to the foregoing, you will not upload, display, share, host, publish or transmit any information that:

a. Belongs to another person and to which you do not have a right to such information;

b. Is harmful, offensive, harassing, obscene, pornographic, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or an online game that causes user harm, or otherwise unlawful in any manner whatsoever, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;

c. Infringes any patent, trademark, copyright or any other proprietary rights;

d. Harms minors in any way or is harmful to child;

e. Any commercial material or content (including solicitation of funds, advertising, or marketing of any good or services);

f. Deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and

untrue or misleading in nature, or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit specified by the Government;

g. Impersonates another person;

h. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

i. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

j. Is in the nature of an online game that is not verified as a permissible online game;

k. Is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game; or

l. Violates any law for the time being in force.

6. The Company reserves the right to immediately terminate your use of the Platform and stop providing you the Services should you not comply with any of the rules provided in these Terms.

V. COMMUNICATION AND NOTIFICATION

1. You agree that Sanchari (either directly or indirectly through its affiliates or third parties) may communicate with you in connection with the Platform or the Services, either electronically (for example, push notifications), or through phone calls, WhatsApp messenger application, email, or in writing through other modes.

2. Any electronic communications will be considered to be received by you within 24 hours of the time we send it to your attention (such as via email, SMS or other online notification, through WhatsApp messenger application). We will assume you have received any communications sent to you by postal mail, 3 business days after we send it.

3. If you are a Customer who has registered on the Platform and shared your contact details with us, we may need to contact you in connection with the Services, and you give express consent to us and our permitted assigns and third-party agents to communicate with you in any way, such as calling, texting, or e-mailing via:

a. A mobile phone or landline number you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours);

b. Any email address you provide to us or associated with your account on the Platform;

c. Automated dialler systems and automatic telephone dialling systems; and

d. Pre-recorded or artificial voice messages and other forms of communications.

4. The accuracy, readability, clarity, and promptness of the communications depend on various factors. Sanchari will not be responsible for any non-delivery, delayed delivery, or distortion of the communication in any way whatsoever.

VI. PAYMENT FOR SERVICES

1. Ride fares and package delivery charges are determined between the User and the Captain.

2. The Platform may display an estimated fare range based on route, approximate distance, and market data. Such estimates are provided for guidance purposes only and are not binding.

3. Payment for services shall be made either:

(a) directly to the Captain through cash, UPI, or other mutually agreed modes; or (b) through digital payment methods made available on the Platform, where enabled.

5. Where digital payment is enabled, the Company may facilitate collection of payment strictly as a technology intermediary and may remit the applicable amount to the Captain in accordance with the Captain's separate agreement with the Company.

6. The Company does not guarantee fare accuracy, service quality, or availability of Captains.

VII. DISCLAIMERS

1. The information, recommendations provided to you on or through the website or the Platform is for general information purposes only and does not constitute advice.

2. The Company will reasonably keep the Platform and its contents correct and up to date and offer you uninterrupted access but does not guarantee that the Platform is free of errors, defects, malware, and viruses or that the contents in the Platform are correct, up to date, and accurate. Sanchari assumes no liability whatsoever for any monetary or other damage or loss suffered by you on account of the delay, failure, interruption, or errors in the operation of the Platform.

3. The Company will further not be liable for damages resulting from the use of or the inability to use the Platform, including but not limited to damages resulting from failure or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

4. If you choose to access the Platform from locations other than India, you will do so at your own risk, and you will be solely liable and responsible for compliance with applicable local laws and regulations of such location. The mere fact that the Platform can be accessed through the internet by you in a country other than India will not be interpreted to imply that the laws of the said country govern these Terms or use of the Platform. We accept no liability whatsoever, indirect or consequential, for non-compliance with the laws of any country other than India. 5.

Access to the Platform or the Services may be unavailable, delayed, limited, or slowed, from time to time, due to the inherent nature of the internet and, among other things, also due to:

- a. Servers, networks, hardware failure (including your own computer or mobile), telecommunication lines and connections, and other electronic and mechanical equipment;
- b. Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- c. Overload of system capacities;
- d. Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disasters;
- e. Interruption (whether partial or total) of power supplies or other utility service, strike or other stoppage (whether partial or total) of labor;

f. Governmental or regulatory restrictions, exchange rulings, court or tribunal orders, or other human intervention; or

g. Any other cause (whether similar or dissimilar to the above) beyond the control of Sanchari.

6. The quality of the Transportation Services and Package Services requested through the use of the Platform is entirely the responsibility of the Captain who ultimately provides such services to you and Company is not liable for the same. However, any complaints about the Transportation Services and Package Services provided by the Captain should be submitted to Company by an email as notified from time to time

7. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES AND/OR THE PLATFORM. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE AND/OR THE PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES, INFORMATION OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICES AND/OR THE PLATFORM WILL BE CORRECTED, OR (F) THE PLATFORM OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS,. THE PORTAL IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. You acknowledge and agree that the entire risk arising out of your use of the Platform and / or the Services remains solely and absolutely with you and you will have no recourse whatsoever to the Company.

VIII. INTELLECTUAL PROPERTY RIGHTS

1. The Company is the sole owner and lawful licensee of all the rights to Platform or any other digital media and its contents. The content means its design, layout, text, images, graphics, sounds, video, etc. the website, Platform or any other digital media content embody trade secrets and Intellectual Property Rights protected under worldwide copyright and other laws. All titles, ownership and Intellectual Property Rights in the Platform and its content remain with the Company except the third party content and link to third party website on the Platform. The term "Intellectual Property Rights" means all intellectual property rights or similar proprietary rights, including: (i) patent rights and utility models, (ii) copyrights and database

rights including moral rights, (iii) trademarks, trade names, domain names and trade dress and the associated goodwill, (iv) trade secrets, and (v) industrial design rights; and for each of the foregoing includes any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

2. All rights not otherwise claimed under these Terms or by the Company are hereby reserved. The information contained in this Platform is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.

3. The Company does not represent or endorse the accuracy or reliability of any information or advertisement contained on, distributed through, or linked, downloaded or accessed from any of the services contained on this Platform, or the quality of any products, information or other materials displayed, or obtained by you as a result of any product, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with a Service.

4. All related icons and logos are registered trademarks or service marks or word marks of the Company in various jurisdictions and are protected under applicable copyrights, trademarks and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

5. Subject to your compliance with these Terms, the Company grants you a limited, nonexclusive, non-transferable license to download and install a copy of the Platform on a single mobile device that you own or control and to run such copy of the Platform solely for your own personal use.

6. Customer data: As between Sanchari and Customer, all right, title and interest in: (i) the Information, (ii) other information input into the Platform by Customer or its authorized users ("Other Information"), and (iii) all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by the Customer. Information and Other Information are collectively referred to as "Customer Information". Customer grants to Sanchari a limited, nonexclusive, royalty-free, worldwide license to use the Customer Information and perform all acts with respect to the Customer Information, as may be necessary for Sanchari to operate, maintain and improve the Platform or provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics (defined below). Customer is solely responsible for the accuracy, quality, veracity, integrity, legality, reliability, and appropriateness of all Customer Information. Sanchari agrees to access and use the Customer Information solely as set forth in these Terms or the Privacy Policy.

7. Aggregated statistics: Notwithstanding anything else in these Terms, Sanchari may monitor Customer's (including the authorized users) use of the Platform and the Services and use data and information related to such use and Customer Information in an aggregate and anonymous manner, including to compile statistical and performance information related to

the provision and operation of the Platform and the Services ("Aggregated Statistics"). As between Sanchari and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Sanchari. Customer acknowledges that Sanchari will be compiling Aggregated Statistics based on Customer Information and Information input by other customers into the Platform. Customer agrees that Sanchari may: (i) make such Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer.

8. You will not do the following:

i.

License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way;

ii.

Modify or make derivative works based upon the Platform;

iii.

Create internet “links” or “frame” or “mirror” any application on any other server or wireless or Internet-based device; or

iv.

Reverse engineer or access the Platform in order to:

a.

design or build a competitive product or service,

b.

design or build a product using similar ideas, features, functions or graphics of the Platform,

c.

copy any ideas, features, functions or graphics of the Platform, or

d.

launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Platform.

IX. THIRD-PARTY LINKS

1. During use of the Platform, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party Captains, advertisers or sponsors showing their goods and/or services through a link on the Platform. These links take you off the Platform and are beyond the Company’s control. You therefore visit or access these websites entirely at your own risk.

2. Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or privacy policies on those websites prior to using them.

X. EMERGENCY SOS

1. Sanchari provides SOS feature on the Sanchari App wherein the Customer can call for emergency services in case of any safety issues or other emergency by tapping the “Red” button made available on the Sanchari App. This is linked to the internal emergency response team of Sanchari, and any such case is escalated and dealt with on priority.

2. In case of an accident, an ambulance can be called upon by the Customer immediately through the Sanchari App, and the said information can be shared with trusted/ emergency contacts of the Customer provided to Sanchari.

3. You agree not to misuse the Emergency/ SOS feature and will solely use it during emergencies. In case of any misuse of the SOS feature, you will be liable for consequences/actions in accordance with applicable laws and/or as per Sanchari's internal policies.

XI. TERM AND TERMINATION

1. These Terms, which form the contract between the Company and you, are concluded for an indefinite period. You are entitled to terminate the contract between the Company and you at any time by deleting Your Account on the Platform.

2. The Company is entitled to terminate your access to the Platform and/or the Services at any time and with immediate effect (by disabling your use of the Platform and the Service) if you: (a) violate or breach any term of these Terms, or (b) in the opinion of the Company, misuse the Platform or the Service, or (c) if there is reason to believe that the account is used fraudulently.

3. The Company is not obliged to give notice of the termination in advance. After termination, the Company will give notice thereof in accordance with these Terms.

4. Neither party hereto will be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lockout, riots, rebellions, accidental explosions, floods, storms, acts of God, and similar occurrences.

5. The Company, in addition to its right to terminate or suspend access to Your Account and/or the Services in case of violation of these Terms, the Privacy Policy, or any applicable law, reserves the right, in its sole discretion, to legally prosecute you if you act in a way that the Company, at its sole capacity, decides involves fraud or misuse of the Platform, or is harmful to the Company's interests or another user, any Captain, or any other participating third-party.

6. The Company's failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of the Company's rights.

XII. INDEMNITY AND LIMITATION OF LIABILITY

1. You will, at your expense, defend, indemnify and hold harmless the Company, its affiliates, licensees, and its officers, directors, agents, and employees from any and all claims, losses, liabilities, damages, expenses, and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of these Terms by you, including but not limited to, (i) your use or misuse of the Platform or Services; (ii) any claims from any third-party as a result of or in connection with your use of the Platform or the Services.

2. Sanchari reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Sanchari, including rights to settle, and you agree to cooperate with Sanchari for such defense and settlement. Sanchari will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. Customer may, at its own expense,

engage separate counsel to advise Customer regarding a claim and to participate in the defense of the claim, subject to Sanchari's right to control the defense and settlement.

3. IN NO EVENT WILL SANCHARI BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

4. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SANCHARI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF INR. 1000/-.

XIII. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

1. These Terms will be governed by and interpreted in all respects in accordance with the laws of the Republic of India.

2. Subject to the provisions made in Clause XIII.3, the Parties hereby submit to the exclusive jurisdiction of the courts of Bangalore, India.

3. All disputes arising out of or in relation to these Terms will be settled amicably by the parties. In the event no amicable settlement is arrived at within a period of fifteen (15) days from the date of first initiation of the dispute by one party to the other, the parties will resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.

4. The arbitration proceedings will be conducted by an arbitral tribunal comprising of 1 (one) arbitrator mutually appointed by You and the Company.

5. The arbitration proceedings will be conducted in the English language only, and the seat for arbitration will be nellore, India.

6. The award of the arbitral tribunal will be final and binding.

XIV. ASSIGNMENT

You may not assign your rights under these Terms without the prior written approval of the Company.

XV. SEVERABILITY

If any provision or any part of a provision of these Terms is held to be invalid, unenforceable or prohibited by applicable laws of the Republic of India, such provision or part of provision will be severed from these Terms and will be considered divisible as to such provision or part thereof and such provision or part thereof will be inoperative and will not be part of the consideration moving between you and the Company hereto and the remainder of these Terms will be valid and binding and of like effect as though such provision was not included herein.

XVI. CHANGES TO THESE TERMS

Sanchari may change these Terms from time to time. If Sanchari makes any changes to these Terms that it deems to be material, Sanchari will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Terms posted to the Platform from time to time to see if it

has been changed. The updated version of these Terms will supersede the current version and such updated version will be immediately effective upon being posted on the Platform. The continued use of the Platform following the notification of modification of the Terms or after being updated on the Platform will be construed to mean the acceptance of the said modified Terms.

XVII. NOTICES

The Company may give notice by means of a general notice on the Platform, or by electronic mail to your email address on record in the Company's account, or by written communication sent by regular mail to your address on record in Company's account.

XVIII. CUSTOMER CARE AND GRIEVANCE REDRESSAL

Any opinions, issues, or suggestion regarding the Platform and / or Services can be provided / resolved by reaching out to the customer care number or email mentioned below: Customer Care details: Support@sanchari.live Alternatively, you can contact Customer Care using the chat functionality on the Sanchari App and a customer service associate will get back to you. Please note, concerns pertaining to a specific Service Request or a Captain may be reported not beyond 24 hours from when the Services were availed. In case the issue or grievance is criminal in nature, the complaint may be filed within 72 hours of the event / availing the Service.

Any complaint, dispute or grievance in relation to the Services should be addressed to Sanchari as given below. Such complaint, dispute or grievance will be handled as per applicable laws. Grievance Officer: Mudamanchu nagarasad e-mail: nodalofficer@sanchari.live Address: Godavari Wave Technologies Private Limited, Yeguva colony, narayanam peta , Nellore, Andhrapradesh- 524310

B. SPECIAL TERMS

In addition to the General Terms, along with any other agreements or documents executed / accepted by you, the following additional special terms ("Special Terms") apply to your use of certain specific Services.

I. PACKAGE SERVICES

1. You can initiate a transaction on the Platform by which you may (through the help of a Captain) send packages ("Package(s)") to a particular location. Sanchari operates a technology-enabled digital marketplace that enables Users to connect with independent Captains who provide Package Services directly to Users in their individual capacity. Sanchari does not provide package delivery services and acts solely as a (collectively called as "SAAS Platform"), which acts as a discovery platform, enabling lead generation for Captains, who provide or offer to provide Package Services, on their own account, in accordance with terms and conditions as may be agreed between you and the Captains. The Package Services are provided to you directly by the Captain and Sanchari merely acts as a technology platform to facilitate transactions initiated on the Platform and Sanchari does not assume any responsibility or liability for any form of deficiency of services on part of the Captain.
2. Sanchari does not assume any responsibility or liability whatsoever for any damage/deficiency or loss of the Package(s).

3. You agree that you will not request Package Services for Package(s) which are illegal, hazardous, dangerous, or otherwise restricted or constitute items that are prohibited by any statute or law or regulation or the provisions of these Terms.

4. You also agree that you will not request for dispatch of Package(s) which require a special transportation permit or require any special license under applicable law.

5. You will be required to indicate the accurate addresses for pick up and delivery of the Package(s) you wish to avail Package Services in respect of, and also an accurate return address in case the Package(s) cannot be delivered for any reason whatsoever at the delivery address.

6. It is clarified that the transit will commence from the moment the Package(s) is securely handed over to the Captain by the Customer till the moment the Captain arrives at the delivery address or as near to the indicated delivery address as may be possible.

7. In the event the Captain is not able to deliver the Package(s) at the indicated address for any reason whatsoever, then the Company will not be liable for any damages arising in respect of the Package(s) while delivering the item(s) at the return address as provided by the Customer.

8. The Company does not check or verify the Package(s) that are being picked up and dropped off on behalf of you or the Package(s) that are being delivered to you by the Captain, and therefore the Company will have no liability with respect to the same. However, if it comes to the knowledge of the Company that you have requested Package Services in respect of any illegal or dangerous substance or availed the Package Services using the Platform to deliver any illegal or dangerous substance, the Company will have the right to report you to the government authorities and take other appropriate legal actions against you. Sanchari will not be liable for any consequences that may arise on such reporting.

9. You agree that before requesting a Package Service, you are well aware of the contents of the Package(s) sent or requested by you through registered Captain, and that such contents are legal and within limits of transportation under any applicable laws. Such contents will not be restricted and/or banned and/or dangerous and/or prohibited for carriage (such items include, but are not limited to, radio-active, incendiary, corrosive or flammable substances, hazardous chemicals, explosives, firearms or parts thereof and ammunition, firecrackers, cyanides, precipitates, gold and silver ore, bullion, precious metals and stones, jewellery, semi-precious stones including commercial carbons or industrial diamonds, currency (paper or coin) of any nationality, securities (including stocks and bonds, share certificates and blank signed share transfer forms), coupons, stamps, negotiable instruments in bearer form, cashier's cheques, travellers' cheques, money orders, passports, credit/debit/ATM cards, antiques, works of art, lottery tickets and gambling devices, livestock, fish, insects, animals, plants and plant material, human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens, hazardous or bio-medical waste, wet ice, pornographic materials, contraband, bottled alcoholic beverages or any intoxicant or narcotics and psychotropic substances or any other prohibited material or material for the transportation of which specific authorisation/license is required under applicable laws.

10. You also agree that, upon becoming aware of the commission of any offence by you or your intention to commit any offence upon initiating a Package Service or while providing Package Service of any Package(s) restricted under applicable law, the

Captain may report such information to Company or to the law enforcement authorities.

11. You agree that you will be solely responsible for the Package(s) handed over to the Captain and will be prudent not to handover the Package(s) which includes expensive item(s) amounting to Rupees Two Thousand (INR 2,000) or more to the Captain. You will be solely responsible for any loss or damage to the Package(s) in case of any theft or any other incidents to the Package(s) on account of the Captain or otherwise.

12. You will pay the service fees for availing the Package Services at the end of the completion of such services, directly to the Captain, as may be displayed to you on the Platform, via cash mode. The service fees and any other payments owed by you to the Captain or owed by the Captain to you are part of the contractual arrangement between you and the Captain for the Package Services and are required to be settled between you and the Captain outside the SAAS Platform. In no event will Sanchari be responsible or liable for any such collections/payments.

13. You cannot initiate another Package Services until you have paid for the previously completed such Package Services.

II. INSURANCE FOR TRANSPORTATION SERVICES BY MEANS OF BIKES

1. The Company has facilitated provision of an insurance policy for the users availing the Transportation Services by means of Bikes and the information on the same is available on the Platform once the Services are availed by the users.

2. Sanchari is not engaged in the insurance business and does not provide any insurance services. Sanchari has facilitated provision of insurance services for the benefit of Customers, under group travel insurance policies availed from licensed insurance companies, whereby Sanchari is acting as the group manager of the policy.

3. Sanchari does not guarantee or make any promise in relation to the insurance policy/ insurance company, including but not limited to any benefits from use of the insurance services provided by the insurance companies, such as coverage, claims and settlements.

4. The details of the insurance policy are available on the concerned insurer's website which can be accessed through the third party link provided on the Platform. Any claim or servicing of insurance policies, remains a matter between the Customer and the insurer, and Sanchari will not be responsible for the actions of the insurer or the Customer.

5. The Company shall not be liable for rejection of any insurance claim by the insurer for any reason whatsoever. TERMS AND CONDITIONS FOR USERS

(Auto & Cab)

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. GENERAL TERMS These terms and conditions, including along with any other agreements executed or accepted by you ("you/ your" or "User"), which are incorporated herein by reference ("Terms") apply when you access, use or interact with the mobile application ("Sanchari App") or website or any other site (collectively, "Platform") provided by Godavari Wave Technologies Private Limited ("Sanchari")/

“Company” / “us”, “we” or “our”) whether through a computer or a mobile phone or any other device. The ride services are provided/ offered by third party vehicle operators, service providers or drivers who wish to use the Platform to discover the User hereinafter referred to as (“Captain(s)”). These Terms govern your access/ interaction or use of the Platform. Please read these Terms carefully before using the Platform or registering on the Platform or accessing any material or information through the Platform. By using this Platform, you acknowledge that you have read and understood these Terms and agree to be bound by these Terms, without any limitation or qualification. If you do not agree with these Terms, please do not access the Platform. These Terms expressly supersede prior agreements or arrangements with you. Use of and access to the Platform is offered to you upon the unconditional acceptance by you of all the terms, conditions and notices contained in these Terms and Privacy Policy (which is incorporated herein by reference), along with any amendments made by the Company at its sole discretion and posted on the Platform from time to time.

I. PLATFORM

Sanchari owns technology-based Software-as-a-Service (“SAAS”) platform (collectively called as “SAAS Platform”), which acts as a discovery platform, enabling lead generation for Captains, who provide or offer to provide passenger transport services, on their own account, to you by means of three-wheelers (“Auto”) and four-wheelers (“Cab”) (collectively “Vehicle(s)”), in accordance with terms and conditions as may be agreed between you and the Captains. By way of these terms and conditions, you are permitted to access the SAAS Platform to discover the availability of Captains, as per your chosen pick up and drop off location and the ride fare to be mutually agreed between you and the Captains.

II. GENERAL COVENANTS

In relation to your use and access of the SAAS Platform, you represent, warrant, and provide the following undertakings:

1. For the purposes of registration/ creation of an account on the Platform, you confirm that you are 18 years of age.
2. You are not restricted by any legal, regulatory, judicial, quasi-judicial or other authority, to access the SAAS Platform.
3. You agree to access the SAAS Platform only for purposes that are permitted by these Terms and in accordance with applicable laws.

III. REGISTRATION ON THE PLATFORM

1. By using the SAAS Platform, you authorize Sanchari, whether directly or indirectly through third parties, to collect information about you or make any inquiries necessary to validate your identity, in accordance with our Privacy Policy. Please read the Privacy Policy to understand how we collect, process, and share your information (“Information”).
2. When you provide any Information to Sanchari, you agree to provide only true, accurate, current, and complete Information.
3. You must register on the Platform and create an account on the Platform (“Your Account”) by providing accurate Information as sought during the registration process.

4. You are solely responsible for maintaining the confidentiality of your credentials (username, password, etc.) provided upon registration and the Company is not liable for any loss, you may incur as a result of someone else using Your Account, either with or without your knowledge.

5. You agree to establish reasonable security procedures and controls to limit access to the password or other identifying information of Your Account to unauthorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your Information. Your credentials include your username and password to Your Account and to any third-party account you have used to login to Your Account.

6. You agree to inform us immediately if you have any reason to believe that your login credentials have become known to anyone else, or if the password or Your Account is being or is likely to be used in any unauthorized manner.

7. Further, we may ask you for Information or documents that will allow us to reasonably identify you, requiring you to take steps to confirm your right over your email address or financial instruments, or verifying your Information against third party databases or through other sources. We reserve the right to terminate,

suspend, or limit access to SAAS Platform in the event we are unable to obtain or verify this Information.

8. You understand and acknowledge that the responsibility to provide correct Information, including your contact information, as may be required in connection with the access to the SAAS Platform, lies solely with you. You must take all caution to ensure that there are no mistakes and errors in the Information you provide. We will not be responsible to verify the accuracy of the Information provided by you.

9. Your Account cannot be transferred, assigned, or sold to a third party. The SAAS Platform is not available for use by persons under the age of 18. You may not authorize third parties to use Your Account.

10. You agree to accept responsibility for all activities that occur in or from Your Account.

11. Sanchari will not be liable for any breach of security or unauthorized use of Your Account.

IV. ACCESS TO SAAS PLATFORM

1. Once you have registered Your Account, you will be able to discover available Captains who offer to provide ride services from your chosen pick up location and your chosen drop off location on the Sanchari App.

2. All payments, refunds, and cancellations are transactions between you and the Captain, are to the total exclusion of Sanchari, and outside the SAAS Platform.

3. You will be able to quote an offer price to the Captains using the Sanchari App's functionality, for the route and approximate distance, for which you require passenger transport services from the Captains. The Captains will have an option to either reject the offer price quoted by you, or accept such price.

4. Once you and the Captain have agreed on the ride fare, the Captain shall provide ride services to you from your chosen pick up location to your chosen drop location, and Sanchari shall not be involved in the transportation at any stage.

5. Sanchari may display an estimated fare range based on market rates that apply to the route and approximate distance you have chosen on the Platform which you may use as guidance for you to quote the offer price. However, Sanchari makes no guarantee or warranty with respect to the accuracy or reliability of the price displayed and is merely provided such information for guidance.

6. The Company reserves the right to vary, or discontinue access to the SAAS Platform at its sole discretion.

V. PAYMENT FOR PASSENGER TRANSPORTATION SERVICES

1. You will be required to pay ride fare for the ride services, availed by you, directly to the Captain.

2. The Captain may levy any charge including applicable taxes in connection with the ride services. These ride fare, fees, and any other payments owed by you to the Captain or owed by the Captain to you are part of the contractual arrangement between you and the Captain for the ride services and are required to be settled between you and the Captain outside the SAAS Platform. In no event will Sanchari be responsible or liable for any such collections/ payments.

3. The Captain may issue an invoice to you for or in connection with the ride services. Sanchari will not issue or enable issuance of any invoice to you in connection with the ride services as the transaction in connection with the ride services.

4. These Terms are subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.

VI. YOUR CONDUCT

1. You will access the SAAS Platform for lawful purposes and in compliance with applicable laws, and refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation.

2. You will not use the Platform to cause nuisance, annoyance or inconvenience to Company or any other party.

3. You will not misuse the Platform or attempt to defraud either the Company or any other party.

4. You will not indulge in any fraudulent activities including, but not be limited to intentionally falsifying Information, create dummy/ duplicate accounts for fraudulent purposes, manipulate the settings on a phone / any other device to prevent or impair the proper functioning of the SAAS Platform, abuse promotions and/or not use them for their intended purpose, dispute charges for fraudulent or illegitimate reasons, falsify documents, records, or other data for fraudulent purposes, or any other activity which is in contravention of applicable laws, is in violation of these Terms, or is not intended or permitted under these Terms.

5. By using the Platform, you acknowledge and agree that:

a. You will download the Platform for your personal use and will not resell it to a third party;

b. You will not use the Platform for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;

c. You will not impair the proper operation of the Platform and you will not use any device, software, routine, file or other tool or technology, which includes any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage, interfere with or affect functionality or operation of the SAAS Platform, to surreptitiously intercept or expropriate any system, data or information in connection with the access to the SAAS Platform or as hosted/ available on the SAAS Platform, or to affect the operation of any other websites or the internet;

d. You will not take any action that imposes an unreasonable or

disproportionately large load on the infrastructure associated with the SAAS Platform, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique;

e. You will not copy, or distribute the Platform or its contents without written permission from the Company;

f. You will not do the following:

i.

License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way;

ii.

Modify or make derivative works based upon the Platform;

iii.

Create internet "links" or "frame" or "mirror" any application on any other server or wireless or Internet-based device; or

iv.

Reverse engineer or access the Platform in order to:

▪

design or build a competitive product or service,

▪

design or build a product using similar ideas, features, functions or graphics of the Platform,

▪

copy any ideas, features, functions or graphics of the Platform,

or

▪

launch an automated program or script, including, but not

limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Platform.

- g. You will not use the Platform with an incompatible or unauthorized device; and
- h. If you create more than one account per User, Sanchari has the right to terminate such accounts.

6. In addition to the foregoing, you will not upload, display, share, host, publish or transmit any information that:

- a. Belongs to another person and to which you do not have a right to such information;
- b. Is harmful, offensive, harassing, obscene, pornographic, invasive of another's privacy, hateful, racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or an online game that causes user harm, or otherwise unlawful in any manner whatsoever, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- c. Infringes any patent, trademark, copyright or any other proprietary rights;
- d. Harms minors in any way or is harmful to child;
- e. Any commercial material or content (including solicitation of funds, advertising, or marketing of any good or services);
- f. Deceives or misleads the addressee about the origin of such messages, or communicates any misinformation or information which is patently false and untrue or misleading in nature, or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit specified by the Government;
- g. Impersonates another person;
- h. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- j. Is in the nature of an online game that is not verified as a permissible online game;
- k. Is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game; or
- l. Violates any law for the time being in force.

7. The Company reserves the right to immediately terminate your access of the SAAS Platform should you not comply with the any of the rules provided in these Terms.

VII. COMMUNICATION AND NOTIFICATION

1. You agree that Sanchari (either directly or indirectly through its affiliates or third parties) may communicate with you, only in connection with a, emergency involving a safety and / or security situation, either electronically (for example, push notifications), or through phone calls, WhatsApp messenger application, email, or in writing through other modes.

2. Any electronic communications will be considered to be received by you within 24 hours of the time we send it to your attention (such as via email, SMS or other online notification, by WhatsApp messenger application) in the event of an emergency safety and security situation. We will assume you have received any communications sent to you by postal mail, 3 business days after we send it.

3. If you are a User who has registered on the SAAS Platform and shared your contact details with us, we may need to contact you in connection to the SAAS Platform, in the event of safety and security situation, and you give express consent to us and our permitted assigns and third-party agents to communicate with you in any way, such as calling, texting, or e-mailing via: o

A mobile phone or landline number you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours);

o

Any email address you provide to us or associated with your account on the Platform;

o

Automated dialler systems and automatic telephone dialling systems; and

o

Pre-recorded or artificial voice messages and other forms of communications.

4. The accuracy, readability, clarity, and promptness of the communications depend on various factors. Sanchari will not be responsible for any non-delivery, delayed delivery, or distortion of the communication in any way whatsoever with respect to the ride services provided directly by the Captain to the Users.

VIII. DISCLAIMERS

1. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES AND/OR THE PLATFORM. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE ACCESS OF THE SAAS PLATFORM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE ACCESS TO SAAS PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY

STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SERVICES, INFORMATION OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,

(E) ERRORS OR DEFECTS IN THE SERVICES AND/OR THE PLATFORM WILL BE CORRECTED, OR (F) THE PLATFORM OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS.

2. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent. You acknowledge and agree that the entire risk arising out of your access of the SAAS Platform remains solely and absolutely with you, and you will have no recourse whatsoever to the Company.

3. The Company does not represent or endorse the accuracy or reliability of any information or advertisement contained on, distributed through, or linked, downloaded or accessed from any of the services contained on this SAAS Platform, or the quality of any products, information or other materials displayed, or obtained by you as a result of any product, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with a Service.

4. All rights not otherwise claimed under these Terms or by the Company are hereby reserved. The information contained in this SAAS Platform is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.

5. The Captains are independent service providers. The Company is not responsible for the behaviour, actions, or inactions of Captains or quality of the Vehicle or the services which may be provided to you by the Captains. Any contract for the ride services including payment for such services is exclusively between you and the Captain and the Company is not a party to the same. You avail ride services from the Captains at your own risk.

6. For the avoidance of doubt, it is clarified that the Company itself does not provide the ride services, and is not a service provider. You acknowledge and understand that Sanchari's role is limited to that of a discovery platform by way of the Sanchari App which enables lead generation and discovery of Users for the Captains (who provide or offer to provide you ride services directly and are not employed by Sanchari or any of its affiliates). The ride services are offered / provided at the discretion of the Captains and you can accept the offer for such services at your discretion.

7. The information, recommendations provided to you on or through the website, or the SAAS Platform is for general information purposes only and does not constitute advice.

8. The Company will reasonably keep the SAAS Platform and its contents correct and up to date and offer you uninterrupted access but does not guarantee that the SAAS Platform is free of errors, defects, malware and viruses or that the contents in the Platform are correct, up to date and accurate. Sanchari assumes no liability whatsoever for any monetary or other damage or loss suffered by you on account of the delay, failure, interruption or errors in the operation of the Platform.

9. The Company will further not be liable for damages resulting from the use of or the inability to use the SAAS Platform, including but not limited to damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic

communications by third parties or by computer programs used for electronic communications and transmission of viruses.

10. Access to the SAAS Platform may be unavailable, delayed, limited or slowed, from time to time, due to the inherent nature of the internet and among other things also due to:

- a. Servers, networks, hardware failure (including your own computer or mobile), telecommunication lines and connections, and other electronic and mechanical equipment;
- b. Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- c. Overload of system capacities;
- d. Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- e. Interruption (whether partial or total) of power supplies or other utility service, strike or other stoppage (whether partial or total) of labour;
- f. Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- g. Any other cause (whether similar or dissimilar to the above) beyond the control of Sanchari.

IX. INTELLECTUAL PROPERTY RIGHTS

1. The Company is the sole owner and lawful licensee of all the rights to Platform or any other digital media and its contents. Content includes its design, layout, text, images, graphics, sounds, video, etc. the website, Platform, or any other digital media content that embody trade secrets and Intellectual Property Rights protected under worldwide copyright and other laws. All titles, ownership, and Intellectual Property Rights in the Platform and its content remain with the Company except the thirdparty content and link to third party website on the Platform. The term “Intellectual Property Rights” means all intellectual property rights or similar proprietary rights, including: i.

patent rights and utility models,

ii.

copyrights and database rights including moral rights,

iii.

trademarks, trade names, domain names and trade dress and the associated goodwill,

iv.

trade secrets, and

v.

industrial design rights;

and for each of the foregoing includes any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

2. All related icons and logos are registered trademarks or service marks or word marks of the Company in various jurisdictions and are protected under applicable copyrights, trademarks and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

3. Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable license to download and install a copy of the Platform on a single mobile device that you own or control and to run such copy of the Platform solely for your own personal use, for the term of these T&Cs.

4. User Data:

As between Sanchari and User, all right, title and interest in:

i.

the Information,

ii.

other information input into the Platform by the User or its authorized users ("Other Information"), and

iii.

all Intellectual Property Rights in each of the foregoing,

belong to and are retained solely by the User. Information and Other Information are collectively referred to as "User Information". User grants to Sanchari a limited, non-exclusive, royalty-free, worldwide license to use the User Information and perform all acts with respect

to the User Information, as may be necessary for Sanchari to operate, maintain and improve the SAAS Platform User, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify and distribute the Other Information as a part of the Aggregated Statistics (defined below). User is solely responsible for the accuracy, quality, veracity, integrity, legality, reliability, and appropriateness of all User Information. Sanchari agrees to access and use the User Information solely as set forth in these Terms or the Privacy Policy.

5. Aggregated Statistics:

Notwithstanding anything else in these Terms, Sanchari may monitor User's (including the authorized users) access of the SAAS Platform and use data and information related to such use and User Information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Platform and the Services ("Aggregated Statistics"). As between Sanchari and User, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Sanchari. User acknowledges that Sanchari will be compiling Aggregated Statistics based on User Information and Information input by other Users into the Platform. User agrees that Sanchari may: (i) make such

Aggregated Statistics publicly available, and (ii) use such information to the extent and in the manner required by applicable law and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify User.

X. THIRD-PARTY LINKS

1. During access of the SAAS Platform, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party Captain, advertisers or sponsors showing their goods and/or services through a link on the SAAS Platform. These links take you off the Platform and are beyond the Company's control. You, therefore, visit or access these websites entirely at your own risk.
2. Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are, therefore, advised to check the terms of use or privacy policies on those websites prior to using them.

XI. TERM AND TERMINATION

1. The Company is entitled to terminate your access to the SAAS Platform at all times and with immediate effect (by disabling your use of the Platform and the Service) if you: (a) violate or breach any term of these Terms, or (b) in the opinion of the Company, misuse of the Platform or the Service, or (c) if there is reason to believe that the account is used fraudulently.
2. In addition to the above grounds Company may terminate your access to the SAAS Platform with immediate effect (by disabling your use of the Platform and the Service) at its sole discretion without assigning any cause.
3. The Company is not obliged to give notice of the termination in advance. After termination the Company will give notice thereof in accordance with these Terms.
4. The Company, in addition to its right to terminate or suspend access to Your Account in case of violation of these Terms, the Privacy Policy or any applicable law, in its sole discretion reserves the right to legally prosecute you, if you act in a way that the Company at its sole capacity decide involves fraud or misuse of the SAAS Platform, or is harmful to the Company's interests or another user or any other participating third-party.
5. The Company's failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of the Company's rights.
6. The Company reserves the right to suspend or permanently disable Your Account without prior notice in cases involving safety concerns, suspected fraud, misuse of the Platform, or regulatory requirements.

XII. INDEMNITY AND LIMITATION OF LIABILITY

1. You will, at your expense, defend, indemnify and hold the harmless, the Company, its affiliates, licensees and its officers, directors, agents and employees from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of these Terms by you including but not limited to, (i) your use or misuse of the SAAS Platform; (ii) your breach or violation of any of these Terms; and (iii) any claims from any third-party as a result of or in connection with your use of the SAAS Platform;.

2. Sanchari reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify Sanchari, including rights to settle, and you agree to cooperate with Sanchari for such defence and settlement. Sanchari will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. User may, at its own expense, engage separate counsel to advise User regarding a claim and to participate in the defence of the claim, subject to Sanchari's right to control the defence and settlement.

3. Sanchari does not and will not assess nor monitor the suitability, legality, ability, of any Captain and you expressly waive and release Sanchari from any and all liability, claims or damages arising from or in any way related to the Captain. Sanchari will not be a party to disputes, negotiations of disputes between you and the Captain. We cannot and will not play any role in managing payments between you and the Captain.

Responsibility for the decisions you make regarding services offered via the Captain, software and/or the Platform (with all its implications) rests solely with and on you. You expressly waive and release Sanchari from any and all liability, claims, causes of action, or damages arising from your use of the service, software and/or the Platform, or in any way related to the Captain introduced to you by the service, software and/or the Platform.

4. IN NO EVENT WILL SANCHARI BE LIABLE FOR ANY, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

5. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SANCHARI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE ACCESS OF THE SAAS PLATFORM RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF INR. 1000/-.

XIII. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

1. These Terms will be governed by and interpreted in all respects in accordance with the laws of the Republic of India.

2. Subject to the provisions made in Clause XIII.3, the Parties hereby submit to the exclusive jurisdiction of the courts of Bangalore, India.

3. All disputes arising out of or in relation to these Terms will be settled amicably by the parties. In the event no amicable settlement is arrived at within a period of fifteen (15) days from the date of first initiation of the dispute by one party to other, the parties will resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.

4. The arbitration proceedings will be conducted by an arbitral tribunal comprising of 1 (one) arbitrator mutually appointed by the parties.

5. The arbitration proceedings will be conducted in English language only and the seat for arbitration will be Bangalore, India.

6. The award of the arbitral tribunal will be final and binding.

XIV. ASSIGNMENT

You may not assign your rights or obligations under these Terms without prior written approval of the Company. Sanchari may freely assign its rights and obligations without prior notice to or consent from User.

XV. SEVERABILITY

If any provision or any part of a provision of these Terms is held to be invalid, unenforceable or prohibited by applicable laws of the Republic of India, such provision or part of provision will be severed from these Terms and will be considered divisible as to such provision or part thereof and such provision or part thereof will be inoperative and will not be part of the consideration moving between you and the Company hereto and the remainder of these Terms will be valid and binding and of like effect as though such provision was not included herein.

XVI. CHANGES TO THESE TERMS

Sanchari may change these Terms from time to time. If Sanchari makes any changes to these Terms that it deems to be material, Sanchari will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Terms posted to the Platform from time to time to see if it has been changed. The updated version of these Terms will supersede the current version and such updated version will be immediately effective upon being posted on the Platform. The continued use of the Platform following the notification of modification of the Terms or after being updated on the Platform will be construed to mean the acceptance of the said modified Terms.

XVII. NOTICES

The Company may give notice by means of a general notice on the Platform, or by electronic mail to your email address on record in the Company's account, or by written communication sent by regular mail to your address on record in Company's account.

XVIII. GRIEVANCE REDRESSAL

Customer Care details: support@sanchari.live

Alternatively, you can contact Customer Care using the chat functionality on the Sanchari App and an associate will get back to you. You can also reach out to the Customer Care through our 24*7 call support with respect to any technical issues faced by you on the SAAS Platform or for emergency safety and security situation. The Customer Care shall not be otherwise responsible for handling any issues relating to the ride services provided to You by the Captains (including relating to the ride fare, collection of ride fare, service quality, etc).