

PARTNER TERMS & CONDITION

TERMS AND CONDITIONS

This Application is operated by "PINGME ONLINE PRIVATE LIMITED" These terms and conditions ("User Terms") apply to your visit to and use of the Application through a mobile phone, as well as to all information, recommendations and or services provided to you on or through the Application. In terms of "INFORMATION TECHNOLOGY ACT, 2000", hence, all the provisions and rules regarding this Act shall be applicable. This document is purely electronic record, which are generated by a computer system and does not require any physical and digital signature. By clicking on the "I ACCEPT" button, you are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THESE USER TERMS BEFORE YOU USE THE APPLICATION OR AVAIL ANY OF THE SERVICES BEING PROVIDED THEREIN.

YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND XOOCAR IN RESPECT OF THE USE AND SERVICES OF THE APPLICATION.

DEFINITIONS

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

a. "Account" shall mean the account created by the Partner on the Application for availing the Services provided by XOOCAR.

1. "Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.
2. "Application" for the purpose of these User Terms shall mean a dashboard provided to the Partner to keep a tab on his earnings, Drivers and/or Vehicles, and such other information, as may be updated by XOOCAR from time to time.
3. "Driver" shall mean any person who is has a valid commercial license for LMV, granted by the government of India or any appropriate authority and drives a vehicle attached to the XOOCAR application.
4. "XOOCAR" or "us" shall mean PINGME ONLINE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at B-727, Tower-6, Ahinsakhand-II, Ashiana Upvan, Ashiana Khand, Indirapuram, Ghaziabad, UP-201010, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
5. "Operator / Partner / You" who have the account in this portal and who use the account or anyone who has entered into the Master Subscription Agreement or Master Service Agreement for providing transportation services to the users.
6. "Portal" means online market place called "XOOCARCABS", an online booking platform, and any upgrades from time to time and any other software that enables the use of the application or such other URL as may be specifically provided by XOOCAR that lists and aggregates the transport service providers.
7. "Registration Data" shall mean and may include the present, valid, true and accurate name; email ID, phone number and such other information as may be required by XOOCAR from the Partner from time to time for registration on the Application.
8. "Service(s)" means the provision of Driver and/or Vehicle and/or earnings related information through the Application, as elaborated in Clause 4(a).
9. "T&Cs" or "User Terms" shall mean these Partner terms of use.
10. "Vehicle" shall mean a motorcar or motor cab as defined under the Motor Vehicles Act, 1988.
11. "RCC" (Ride Conversion Charge), is fee which XOOCAR will charge to its partner for the services/platform usage for a ride. Per Ride basis XOOCAR shall charge certain fee which could be flat or in % age based on the category of the vehicle definition as defined by the XOOCAR.
12. "Force Majeure Event" shall mean any event arising due to any cause beyond the reasonable control of XOOCAR.

ELIGIBILITY :

You will be “Eligible” to use the Services only if you have entered into a master services agreement or master subscription agreement, as the case may be, with us.

TERMS OF PAYMENT

- a. We (XOOCAR) shall charge on a per the ride basis.
- b. RCC shall be defined and will be communicated from time to time which will be binding to the partners.
- c. RCC will be levied additional to the taxes as per the Government policies.
- d. Money shall be collected from customers for the ride on behalf of the partners, through digital/electronic medium.
- e. On all payment/ collection of ride obtained from the customers on behalf of the partners shall be liable to bear additional transaction fee as levied by the bank as time to time basis.
- f. Currently it will be 2.70% on the amount collected digitally by XOOCAR on behalf of the Partners.

XOOCAR reserves all rights to modify as whole/part or change the structure as deemed fit; which will be binding as per the policy to all the partners/associates with XOOCAR platform for receiving the ride electronically through app service developed by “XOOCAR”.

REGISTRATION AND ACCOUNT

- a. You understand and acknowledge that you can register on the application only after complying with the requirements as mentioned in the master service agreement and by entering your registration data.
- b. You shall ensure that the registration data provided by you is accurate, complete, current, valid and true and is updated from time to time. XOOCAR shall bear no liability for false, incomplete, old or incorrect registration data provided by you.
- c. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities that occur through Your Account, whether initiated by you or any third party. Your Account cannot be transferred, assigned or sold to a third party. XOOCAR shall not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge.
- d. You hereby represent that you are not registered with the National Do Not Call Registry, and expressly consent to receive communications including promotional content from Us through Your registered phone number and/or e-mail id.
- e. If any of the information i.e. registration data or any of the data provided by you is false or incorrect as per our knowledge, we have all the right to terminate the account with immediate effect for an indefinite period of time. Or if for any reason the security of your account has been compromised in any way, the agreement between you and us i.e. master services agreement or master subscription agreement will terminate at the immediate effect or for any other reason XOOCAR may find just or equitable.
- f. Except for the Registration Data or any other data submitted by you during the use of any other service offered through Application (“Permitted Information”), XOOCAR does not want you to and you should not, send any confidential or proprietary information to XOOCAR on the Application or otherwise, unless otherwise required by Applicable Laws. In accepting these User Terms you agree that any information or materials that you or

individuals acting on your behalf provide to XOOCAR other than the Permitted Information will not be considered confidential or proprietary.

g. Herein, you agree that it is the responsibility of 'you/partner' to check and ensure that correct and updated Application for your device is installed and functioning. XOOCAR will not be held liable if you download the wrong application or if you don't have a compatible mobile device, and/also if you download the wrong version or incorrect application from your device. XOOCAR reserves the right to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device.

h. XOOCAR allows you to open only one Account in association with the Registration Data provided by you. In case of any unauthorized use of your Account please immediately reach us on Partner care (customer care to address Partner's grievances) or raise an issue from the support section in the Applications.

i. In case you are unable to access your Account on Partner care (customer care to address Partner's grievances) or, raise an issue from the support section in the Application, we will not be liable for any unauthorized activity made through your Account, and shall not have any liability in this case of Force Majeure Event.

SERVICES

a. XOOCAR offers information relating to earnings of the Partner, Vehicles attached on the Portal by the Partner and the Drivers, if any, who are Partner's employees / agents. Access to the Application shall enable the Partner to manage his business, check his earnings, locate his Vehicles in real time, figure out the performance and earnings of his Vehicles and Drivers, if any, know the login hours of Drivers and manage his fleet of Vehicles. The Application may also provide such additional Services to the Partner as determined by XOOCAR from time to time. All Services provided by XOOCAR to you by means of your use of the Application and all the features available on the Application for your use are hereinafter referred to as the "Service". XOOCAR will store the information provided or record your calls for contacting you for all Service related matters. You shall promptly inform XOOCAR on any change in the information provided by you.

b. Presently XOOCAR does not charge any fee for browsing the Application or availing any Services thereof. However, in the event XOOCAR decides to impose any such fee, whether for the use of the Application on the whole or some limited features therein, it shall be notified to you by email, a message on your registered phone number or on the Application. Your continuous use of the Application after such notification shall be deemed to be acceptance of the fee by you. You agree to pay such fee depending on the features used by you, as long as you are registered on the Application.

HOW TO USE THE SERVICE

a. The Service allows you to access information relating to your earnings, your fleet of Vehicles, details and performance of your Drivers, if any, etc. You shall register / sign up on the Application by providing such details as required to be provided in the Application, following which you shall be able to avail the Service provided to you by XOOCAR.

b. XOOCAR shall provide a dashboard and support features on the Application for You to avail the Service provided by XOOCAR to You.

c. By using the Application or the Service, You further agree that:

- i. You will only use the Service or download the Application for Your personal use and will not resell or assign it to a third party;
 - ii. You will not use an account that is subject to any rights of a person other than You without appropriate authorization;
 - iii. You will not use the Service or Application for unlawful purposes;
 - iv. You will not try to harm the Service, Application or our network in any way whatsoever;
 - v. You will provide XOOCAR with such information and documents which XOOCAR may reasonably request;
 - vi. You will only use an authorized network to avail of the Service(s);
 - vii. You are aware that when requesting Services, whether by message, via Application, calling the call centre of XOOCAR, standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply;
 - viii. You will comply with all Applicable Laws from your country of domicile and residence and the country, state and/or city in which You are present while using the Application or Service; and
 - ix. You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.
- d. XOOCAR reserves the right to immediately terminate the Service and the use of the Application in the event of non-compliance with any of the above requirements.

RELATIONSHIP MANAGEMENT

- a. If anyone has any kind of issues queries, suggestion, problems, or if anyone wants to give any kind of feedback, they can give it to us by communicating with us through our website and/also by e-mail at our E-mail address mentioned in the application form.
- b. Any issue reported on channels other than the above may be addressed by XOOCAR only on a best-effort basis. XOOCAR takes no liability for inability to get back on other channels.

FORCE MAJEURE

XOOCAR shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed due to any Force Majeure event and in such case XOOCAR's obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.

INDEMNIFICATION

- a. You agree and undertake to indemnify and to hold harmless XOOCAR, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by you of your obligations, performance or observance of your role, functions, responsibilities, representations, or warranties under these User Terms; (ii) any harm to the reputation and goodwill of XOOCAR; (iii) any claim of XOOCAR of intellectual property of a third party by your usage of XOOCAR's intellectual property in a manner not permitted under these User Terms; (iv) fraud, negligence and misconduct by You.

b. You shall be liable to indemnify and hold XOOCAR harmless against all damages, losses, costs and expenses incurred by XOOCAR as a consequence of any complaint from any third party received by XOOCAR with respect to your defective usage of the Application.

c. In addition to the indemnification rights of XOOCAR under these User Terms, XOOCAR shall also be entitled to such other remedies available under Applicable Laws.

LIABILITY

a. The information, recommendations and/or Services provided to you on or through the Application and by our call centre are for general information purposes only and do not constitute advice. XOOCAR will endeavour and reasonably keep the Application and its contents correct and up to date but does not guarantee that the Application or its content is free of errors, defects, malware and viruses or that the Application is correct, up to date and accurate.

b. XOOCAR shall not be liable for any loss damage resulting from the use of any incorrectness or any kind of incorrect information of the application. XOOCAR shall not be held liable for any use or inability to use the channels of booking, any damage or loss because of wrong usage of URL etc.

c. XOOCAR shall not assure the complete sustainability of its services, held it shall not liable or responsible for the same.

d. In no event will XOOCAR be liable for any losses arising from or in connection with these User Terms, pursuant to any claim by you against XOOCAR under contract, tort or otherwise, if such losses could have been avoided by you using reasonable efforts to mitigate them. Further, XOOCAR shall also not be liable to you in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in these User Terms, the total cumulative liability of XOOCAR to you or to any person claiming under or through it, shall not exceed INR 1000/- (Rupees One Thousand only).

If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages or death or personal injury, the scope and duration of such warranty exclusions and the extent of the liability of XOOCAR shall be the minimum permitted under Applicable Law.

APPLICATION LICENSE

a. Subject to Your compliance with these User Terms, XOOCAR grants you a revocable, limited non-exclusive, non-transferable, non-sub licensable license to download and install a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for the Services under these User Terms.

b. The services or application shall not transfer, assign, resell, distribute, modify to the Third party.; (i) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (ii) reverse engineer or access the Application 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 Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (iii) 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 Application.

c. You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or XOOCAR of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

d. XOOCAR will have the right to investigate and prosecute via XOOCAR for any of the above to the fullest extent of the law. XOOCAR may involve and cooperate with law enforcement authorities in prosecuting users who via XOOCAR these User Terms. You acknowledge that XOOCAR has no obligation to monitor your access to or use of the Application, Service or Content, but has the right to do so for the purpose of operating the Application and Service, to ensure your compliance with these User Terms, or to comply with Applicable Law or the order or requirement of a court, administrative agency or other Governmental body. XOOCAR reserves the right, at any time and without prior notice, to remove or disable access to any content that XOOCAR, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Service or Application.

e. Ownership. The Services, the Application and Confidential Information, including but not limited to all intellectual property rights such as company name, logos, product and service names, trademarks, services marks or other indicia of ownership ("XOOCAR Intellectual Property"), shall remain (as between You and XOOCAR) the property of XOOCAR. Neither these User Terms, Your access to Services nor Your use of the Application conveys or grants to You any rights: (a) in or related to the Application, except for the limited license granted herein; or (b) to use or reference in any manner XOOCAR's Intellectual Property.

f. You agree that you shall not misuse the XOOCAR intellectual property in any manner neither copy, transcribe, and reproduce any of the intellectual property..

POSTED CONTENT

a. In the event the Application allows, XOOCAR may accept posting of any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information given by you on the Application ("Posted Content") by You. You represent that you have obtained all permissions and consents required to post the Posted Content and such Posted Content complies with all requirements of the same. XOOCAR shall not in any manner be responsible for or endorse the Posted Content.

b. You agree that when posting Posted Content, You will not:

i. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful material or information.

ii. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

- iii. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- iv. Advertise or offer to sell or buy any goods or services for any business purpose, unless the Application specifically allows such messages.
- v. Conduct or forward surveys, contests, pyramid schemes or chain letters.
- vi. Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.
- vii. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- viii. Deceive or mislead the addressee about the origin of a message or communicate any information which is grossly offensive or menacing in nature.
- ix. Restrict or inhibit any other user from using the Application.
- x. Violate any code of conduct or other guidelines which may be applicable for any particular Posted Content.
- xi. Harvest or otherwise collect information about others which you are not supposed to collect without their consent, including e-mail addresses.
- xii. Threaten 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.
- xiii. Violate any Applicable Laws or regulations including the Information Technology Act, 2000 and the rules, regulations and guidelines notified there under.

TERM AND TERMINATION

- a. Unless terminated in accordance with this Clause, these User Terms constitute a legally valid and binding agreement between XOOCAR and You and is perpetual in nature upon downloading the Application.
- b. You are entitled to terminate the User Terms at all times by permanent deletion of the Application installed on Your smart phone / tablet, thus disabling the use by You of the Application and the Service.
- c. These User Terms shall be automatically terminated without any notice or action, if the master services agreement or master subscription agreement, as the case may be, entered by You with us is terminated.
- d. XOOCAR is entitled to terminate the agreement at all times and with immediate effect for convenience without assigning any reason whatsoever. Additionally, XOOCAR is entitled to terminate the agreement at all times and with immediate effect (by disabling your use of the Application and the Service) if you: (a) violate or breach any term of these User Terms, or (b) in the opinion of XOOCAR, misuse the Application or the Service. XOOCAR is not obliged to give notice of the termination of the agreement in advance. After termination XOOCAR will give notice thereof in accordance with these User Terms.
- e. Termination of this agreement will not prejudice accrued rights of either XOOCAR or You.
- f. Clauses 8 (Indemnification), 9 (Liability), 10, except 10(a), (Application License), 11 (Contents posted on Application), 12 (Term and Termination), 16 (Notices) and 18 (Applicable Law and Dispute Resolution) shall survive the expiry/termination of these User Terms in accordance with their terms.

SEVERABILITY

The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

DISCLAIMER

a. XOOCAR does not authorize anyone to make a warranty on its behalf and you may not rely on any statement of warranty as a warranty by us.

b. XOOCAR and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from your use or non-use of the Service or the Application, or your reliance upon the Service or the information contained upon the Application (whether arising from XOOCAR or any other person's negligence or otherwise).

c. The Application and all contents on the Application are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your access of the Application, that your access of the Application and availing of Services is at your sole risk and you assume full responsibility for your access and use of the Application, and that XOOCAR shall not be liable for any damages of any kind related to your access and use of the Application.

AMENDMENT

XOOCAR have all the rights and reserves all the power to modify, change, suspend, discontinue or replace all or any feature of the Service or Application at any time by posting a notice in this regard on the Application or by sending you notice in accordance with Clause 16 below, Your continuous use of the Application after such notification shall be deemed to be acceptance of the revised terms by you.

NOTICES

Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving party at the relevant addresses set forth in these User Terms:

i. By electronic mail. For the purposes of this sub-clause the parties' electronic mail addresses shall be the following, unless otherwise intimated by the parties to each other,

XOOCAR: www.wecare@xoocar.com

Partner: on Partner's Email ID registered with XOOCAR.

ii. By SMS send to mobile number at:

XOOCAR: Not Applicable

Partner: On Partner's mobile number registered with XOOCAR.

iii. By hand, against a written acknowledgement of receipt by the receiving party.

iv. By registered mail.

In the event the delivery of the notice is attempted to be made at all the contact addresses provided by the party, the notice shall be deemed delivered on the third day from the date of the notice.

ASSIGNMENT

You may not assign your rights under these User Terms without prior written approval of XOOCAR. XOOCAR can assign its rights under the User Terms to any affiliate.

APPLICABLE LAW AND DISPUTE RESOLUTION

These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or the Application (collectively, "Disputes") will be subject to the exclusive jurisdiction of courts in DELHI, INDIA.

NOTE: THIS DOUCMENT IS SUBJECT TO MODIFICATION FROM TIME TO TIME