

CONTRACTUAL RELATIONSHIP

Terms & Conditions

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Elder Fleet Supply Solutions Private Limited (hereinafter referred to as 'Elder Cabs' or 'eldercabs.com' or 'we' or 'us') is a company registered under the Companies Act, 1956. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Elder Cabs. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Elder Cabs may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

SERVICE – USER TERMS AND CONDITIONS:- This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. These terms and conditions (Service-User terms) apply on the usage of our website www.eldercabs.com (the "Website"), smart phone Elder Cabs Application (the Application) as well as to all information, recommendations and/or services provided to you on or through the Website, the Application or through the Customer Care (The CC) through a national phone number 7428203766. The term 'YOU' refers to the user of our services through Website, the Application and the CC., The terms and conditions mentioned in this contract along with the Privacy Policy constitute the entire contract between the User(s) and Elder Cabs with respect to access to and use of the website / application and the Services offered by Elder Cabs, superseding any prior written or oral contracts in relation to the same subject matter herein.

THE SERVICE:- Elder Cabs offers a technology platform on www.eldercabs.com forms.

Elder Cabs's Technology platform is an enabling platform for a consumer to connect with a third party, independent valid permit holder drivers or vehicle operators known as The Transport Service Provider hereinafter referred as TSP. Once TSP accepts a request, customer is notified with the details of TSP through sms or WhatsApp or Mobile application. **Elder Cabs** shall do all the reasonable efforts to connect you with a TSP & the services are subject to the availability of TSPs in or around your location at the moment of your request for transportation services.

By using this website and/or Mobile Application or user of the service through The CC you hereby acknowledges that (Elder Cabs) is not a transport services provider. It is up to the TSP to offer transportation services, which may be requested through the use of the Website, Application or CC. Elder Cabs only acts an intermediary between you and the TSP. The user has to note that TSP is

your service provider and therefore it is subjected to the contract between YOU and the TSP. Elder Cabs shall never be a party to such contract.

USER(S) ELIGIBILITY:- User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the Services provided by Elder Cabs. Our Services are available only to those individuals or companies who can form legally binding contracts under the applicable law. Therefore, user(s) must not be a minor as per Indian Law; i.e. user(s) must be at least 18 years of age to be eligible to use our Services. Elder Cabs advises its users that while accessing the web site/ the application, they must follow/abide by the related laws. Elder Cabs is not responsible for the possible consequences caused by your behavior during use of web site/application. Elder Cabs at all the times reserves the right to deny service.

USER ACCOUNTS, OFFERS AND PROMOTIONS:- Elder Cabs collects general user data including name, email ID, contact details etc. to facilitate services. It is assumed that all information collected from the user is Correct & Accurate. Misuse and misrepresentation of identity or contact details will lead to automated termination of services or the use of the platform without prior notice to such users.

User accounts bearing contact number and email IDs are created and owned by Elder Cabs. Any promotional discounts, offers and reward points in the form of **Elder Cabs** Money accumulated can be revoked without prior notice in the event of suspicious account activity or malafide intent of the user. In the case where the system is unable to establish unique identity of the user against a valid mobile number or e-mail ID, the account shall be indefinitely suspended. Elder Cabs reserves the full discretion to suspend a user's account in the above event and does not have the liability to share any account information whatsoever.

USAGE CONDITIONS:-You are advised to provide accurate information to Elder Cabs. **Elder Cabs** can verify the information that you have provided and choose to refuse the service or use of the Application / the Website without providing reasons.

By using the Application or Website you agree to:-

1. You have understood your contract with Elder Cabs for Website / Application usage and you have clearly understood the SERVICE with our CLARIFICATIONS.
2. Use the Application for personal purpose only.
3. You will not assign or otherwise transfer your account to any other person or legal entity.
4. YOU will not use the Service or Application for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes.
5. YOU will not use the Service or Application to cause nuisance, annoyance or inconvenience.
6. You will not impair the proper operation of the network.
7. You will not try to harm the Service or Application in any way whatsoever.

8. You will not copy, or distribute the Application or other **Elder Cabs** Content without written permission from Elder Cabs.

9. You will keep your account password information confidential or any other identification we provide you which allows access to the Service and the Application.

10. You will provide us with whatever proof of identity we may reasonably request.

11. You will comply with all applicable law from your city, State and the country while using the Application or the Service.

In addition to other reasons mentioned under the Termination clause below, Elder Cabs reserves the right to immediately terminate the Service and the use of the Application should you not comply with any of the above rules.

GENERAL CUSTOMER BEHAVIOUR WHILE USING TRANSPORT SERVICE THROUGH TRANSPORT SERVICE PROVIDER

- It is expected that a reasonable behavior shall be followed by the customers / passengers while utilizing the Services offered by the TSP.
- The Company encourages all its customers to take full responsibility of his/her items. In case of lost items inside the Company during the journey, Company will try to locate the items on a "best-effort" basis but is not responsible for the same in case of loss or damage to the same.
- All the calls made to the Company's CC are recorded by the Company for quality and training purposes.
- **The customer shall ensure that he/she will not indulge in any of the following activities while in a Cab:**

o Asking the driver to break any Traffic/Transport/City Police and/or government rules for any purpose (especially reaching the destination earlier).

o Pressurizing the driver to overload the boot space of the Cab with luggage. The customer shall not be generally allowed to use the seating area of the Cab for placing any kind of luggage.

REPRESENTATION, WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

Without prejudice to the above, the Company makes no representation or warranties that:

- The Services will meet the customer's requirements.
- The Services will be uninterrupted, timely or error-free.
- Elder Cabs shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of Cab service offered by TSP or due to the failure of TSP to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other

circumstances whether or not beyond the control of Company or any person or any organization involved in the above mentioned systems.

- Vehicle will be not move - where permit or local union issue accrued
- Elder Cabs will not be liable for any damages of any kind arising from the use of the Service offered by the TSP including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- Elder Cabs will take all reasonable measures to ensure that TSP should fulfill his duty properly but there may be exceptions and if any passenger misses the train or flight or bus, Elder Cabs will not be held liable for any such compensation. The customer is advised to make alternate arrangement in case the cab has not reached due to any reason.
- The Company shall not be liable for any conduct of the drivers of the Cabs. Elder Cabs encourages you to notify any complaints that you may have against the driver of any Cab that you may have hired using the Elder Cabs's platform.
- It is expressly made clear to you hereby that the Company does not own any Cabs nor does it directly or indirectly employ any drivers for the Cabs. Elder Cabs disclaims any and all liability in respect of the drivers and the cabs alike.

The use of this website is subject to the following terms of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: IP Address, Location
3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
4. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
5. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
6. All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
7. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
8. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of India.

10. Specific offers will have might have additional Terms & Conditions which the user has to comply with in case he chooses to avail that offer.

Refunds

If you are eligible for refunds based on the "Cancellation and Returns" policy above, then the refund will be remitted back to you in 5-7 working days. In case of any issues, write to us at info@eldercabs.com or call us at 7428203766.

Terms and Conditions for Cab Usage

- The customer shall pay the taxi fare, parking charges, additional night charges (where applicable) and any fee or levy presently payable or hereinafter imposed by the law or required to be paid for availing of the taxi Services;
- The customer agrees and accepts that the use of the Services provided by the Company is at the sole risk of the Customer, and further acknowledges that the Company disclaims all representations and warranties of any kind, whether express or implied.
- **The customer shall ensure that he/she will not indulge in any of the following activities while in a taxi:**
- Smoking or consuming any kind of intoxicants inside the Taxi. The driver has the right to refuse the pick-up or ask the customer to alight the cab if the customer is found to be in an intoxicated state or is found misbehaving with other passengers or the driver, or is causing a nuisance, Littering the Taxi;
- Soiling or damaging the seats and/or any other interiors of the Taxi;
- Misusing, soiling or damaging any of the devices (technical/non-technical) in the taxi;
- Asking the driver to break any Traffic/RTO/City Police and/or government rules for any purpose (especially reaching the destination earlier). The driver has the right to refuse such a request by the customer. The driver also has the right to refuse such a pick-up or ask such customer(s) to alight from the cab;
- Asking the driver to board more passengers than the seating capacity in the taxi. The driver has the right to refuse such a pick-up or ask such customer(s) to alight from the cab.
- The Services will meet the customer's requirements;
- The Services will be uninterrupted, timely, secure, or error-free.
- The Company shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of taxi service offered by Company or due to the failure of Company to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Company or any person or any organization involved in the above mentioned systems.
- The Company will not be liable for any damages of any kind arising from the use of the Service offered by the Company, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

- If any passenger misses the train or flight or bus, Company will not be liable for any compensation, only customer is responsible for managing his trip/travel timely. The customer shall make an alternate arrangement if the cab has not reached due to any reason.
- The Customer shall indemnify Company from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which Company may incur or sustain directly or indirectly from or by any reason of or in relation to the use or proposed use of the Services by the Customer and shall pay such sums on demand on the Company.
- The Company shall be entitled at any time without giving any reason to terminate the booking of taxis booked by the Customer.
- The Company encourages all its customers to take full responsibility of his/her items. In case of lost items inside the taxi/cab during the journey, Company will try to locate the items on a "best-effort" basis but is not responsible for the same in case of loss or damage to the same.
- If the Customer leaves any goods in the taxi or has any complaint in respect of the Services or the use of the taxi, the Customer has to inform Company of the same in writing within 12 hours of using the taxi or the Services of Company.
- The Company shall not be liable for any conduct of the drivers of the taxis. However, the Company encourages you to notify it of any complaints that you may have against the driver of any taxi that you may have hired using the Company's Services.
- The Company shall be entitled to add to, vary or amend any or all these terms and conditions at any time and the Customer shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these terms and conditions at Company's website at www.eldercabs.com on the date that Company may indicate that such addition, variation or amendment is to come into effect.
- It is expressly made clear to you hereby that the Company does not own any taxis nor does it directly or indirectly employ any drivers for the taxis. Taxis and drivers are all supplied by third parties and the Company disclaims any and all liability in respect of the drivers and the taxis alike.
- The Company have right to use the customer contact information for its own marketing purposes. The Company may send regular Email or SMS updates to the mail ids or mobile numbers registered with it.
- For one way bookings, pickup would be done only from the scheduled pickup address. Multiple pickups wouldn't be done. For one way bookings, drop will be done only on the scheduled drop address. Multiple drops will be done only if it's on the way of scheduled drop address. **Note - In emergency cases the taxi driver will charge extra amount that cannot be negotiated.
- Toll-Tax of Rs 149/- will be paid extra to the driver only for routes: Delhi,NCR to Agra(Vice versa) & Delhi,NCR to Chandigarh(Vice Versa).
- Elder Cabs reserves the right to cancel or change the booking of a vehicle at any point.
- In case of partial payment, the balance payment of trip needs to be paid in advance at the time of pick-up.
- Any modifications/amendments to the booking are not allowed.

The above mentioned terms and conditions of use and/or Agreement and the Privacy Policy constitute the entire agreement between the User(s) and eldercabs.com with respect to access to and use of the web site and the Services offered by eldercabs.com, superseding any prior written or oral agreements in relation to the same subject matter herein.

Disclaimer

The information contained in this website is for general information purposes only. The information is provided by eldercabs.com and its users and partners; while we try to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk or you may confirm with the Company by making a call to us.

Eldercabs.com disclaims all warranties of merchantability, relating to the information and description of the cab/taxi, car rental or any other product or service displayed on this website (including, without limitation, the pricing, photographs, list of amenities, general product descriptions, etc.), much of which information is provided by the respective suppliers/operators. Car or any other ratings displayed on this website are intended as only general guidelines, and eldercabs.com, eldercabs.com Affiliates and their respective suppliers do not guarantee the accuracy of the ratings. eldercabs.com, its Affiliates and their respective suppliers make no guarantees about the availability of specific products and services.

You also acknowledge that through this Site, eldercabs.com merely provides intermediary services in order to facilitate high quality services to you. eldercabs.com is not the last-mile service provider to you and therefore, eldercabs.com shall not be or deemed to be responsible for any lack or deficiency of services provided by any person (taxi/car rental operator, travel/tour operator or similar agency) you shall engage or hire or appoint pursuant to or resulting from, the material available in this Site. eldercabs.com, its Affiliates, and their respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, satisfactory quality, and fitness for a particular purpose, title, and non-infringement.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits are arising out of, or in connection with, the use of this website. Through this website you might be able to link to other websites which are not under the control of eldercabs.com. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the website up and running smoothly. However, eldercabs.com takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Other Provisions

You may travel to certain destinations through certain routes which involve greater risks, entirely at your risk as to the cost and consequences. Eldercabs.com requests you to consult your local authorities and evaluate travel prohibitions, warning, announcements, and advisories issued by them before booking travel to certain destinations through certain routes. By promoting (through discounts and deals) any travel to particular destinations through particular routes, eldercabs.com does not represent or warrant that travel to such point is advisable or without risk. Eldercabs.com does not accept liability for damages, losses, or delays that may result from travel to such or any destinations.

Eldercabs.com, its Affiliates and their respective suppliers are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any taxi/car rental operators or other suppliers for any personal injuries, death, property damage, or other damages or expenses resulting there from. Eldercabs.com, its Affiliates and their respective suppliers have no liability and will make no refund in the event of any delay, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

Privacy Policy

Eldercabs.com is committed to ensuring that your privacy is protected. If you provide unique identifying information, such as name, address and other information to us, such information may be used for internal record keeping, various statistical and other purposes. If you visit our site by "clicking-through" from a site operated by one of our partners, and you have registered with that partner, then certain information about you that you have provided to that partner may be transmitted to us. You should review the privacy policy of the Web site from which you reached our site in order to determine what information was collected and how you agreed that our partner could use that information.

Eldercabs.com will not sell, trade or disclose to third parties any information derived from the registration for, or use of, any online service (including names and addresses) without the consent of the user or customer (except as required by subpoena, search warrant, or other legal process or in the case of imminent physical harm to the user or others). We will allow suppliers to access the information for purposes of confirming your registration and providing you with benefits you are entitled to. When you register with us, we or any of our partners/affiliate/group companies may contact you from time to time to provide the offers/information of such products/services that we believe may benefit you. From time to time, we may contact you for market research purposes. We may contact you by email, phone, fax or mail.

We may change this policy from time to time by updating this section. You should check this section from time to time to keep yourself updated with the latest policy. This policy is effective from 1st April 2019.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Use of Cookies

Cookies help us provide you better service, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies through your browser setting, this may prevent you from taking full advantage of the website.

General Provisions

You agree to abide by the terms and conditions of purchase imposed by any supplier/operator with whom you elect to deal, including, but not limited to, payment of all amounts when due and with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your booking(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such booking(s), and/or in eldercabs.com debiting your account for any costs we incur as a result of such violation. No waiver by eldercabs.com of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative. If any dispute arises between you and eldercabs.com during your use of the Site or thereafter, in connection with and arising from your use or attempt to use this Site, the dispute shall be referred to arbitration. The place of arbitration shall be Delhi, India. The arbitration proceedings shall be in the English or Hindi language. The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996 and modifications thereof as in force at the relevant time. These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of India and any dispute shall exclusively be subject to the jurisdiction of the appropriate Courts situated at Delhi India.
