

## Contract Risk Analysis Report

### Clause:

**The User shall bear the liability for any losses arising out of a jump start**

**The User must leave the vehicle's key, key fob, or other starting device to the vehicle and the parking pass or toll payment pass in its proper position in the vehicle at the conclusion of the reservation or hand it over to the authorized representative of Revv**

Risk Level: High

### Explanation:

The User shall bear the liability for any losses arising out of a jump start. The User must leave the vehicle's key, key fob, or other starting device to the vehicle.

### Clause:

**Suspension/Termination**

**Revv may immediately suspend or terminate the use of its service by any User who does not meet Revv's driving eligibility requirements or for any unreasonable or inappropriate use of a Revv vehicle, as determined by Revv in its sole discretion or for violation of any of provisions mentioned in this agreement**

Risk Level: High

### Explanation:

Either side can end the contract by giving a short written notice.

### Clause:

**Revv reserves the right, at its sole discretion, to suspend or terminate the use of its service by any User and shall charge a damage fee, a cleaning fee, or other applicable fees, if Revv is not notified of a problem at the start of reservation**

## **Indemnification**

**User Indemnification and holds Revv, its Parent and affiliates and their respective Directors, Officers, Employees, Shareholders, Agents, Attorneys, Assigns and Successors-in-interest harmless for all losses, liabilities, damages, injuries, claims, demands, costs, Attorney fees and other expenses incurred by Revv arising from a breach of the Terms as specified herein:**

## **Penalty**

**Every User who violates the law or any of the provisions of this agreements or the rules setup by Revv and could face legal action and shall be responsible for all damages, liability, and fines as mentioned in the Fee Policy**

## **Data Protection**

**Revv captures, stores, processes and uses the Customer's personal data, including, but not limited to, the usage and vehicle data as they relate to the Customer, to the extent this is necessary for the administration and implementation of this Agreement and the Customer's use of the Revv vehicle**

Risk Level: High

Explanation:

Revv reserves the right, at its sole discretion, to suspend or terminate the use of its service by any User. Every User who violates the law or any of the provisions of this agreements or the rules setup by Revv and could face legal action.

**Clause:**

## **Dispute Resolution**

**In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between a User and Revv or their respective representatives or assigns under, out of, in connection with, or in relation to, these Terms (or the subject matter of these Terms) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of these Terms, (hereinafter referred to as a "Dispute"), the same shall be referred to binding arbitration at the request of the User or Revv, in writing, in accordance**

**with the Arbitration and Conciliation Act, 1996 or any statutory modification or alteration thereof for the time being in force**

Risk Level: Medium

Explanation:

In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between a User and Revv or their respective representatives or assigns. The same shall be referred to binding arbitration at the request of the User or Revv, in accordance with the Arbitration and Conciliation Act, 1996.

**Clause:**

**The arbitration proceedings shall be conducted in the English language**

Risk Level: Medium

Explanation:

The arbitration proceedings shall be conducted in the English language. Arbitration proceedings will be held in English. The arbitration will also be conducted using the language of English.

**Clause:**

**The seat of arbitration shall be in New Delhi**

Risk Level: Medium

Explanation:

The seat of arbitration shall be in New Delhi, New Delhi. The seat will be in the city of New Delhi. It will also be the seat of arbitration in the United States.

**Clause:**

**The costs of arbitration shall be fixed by the arbitral tribunal and the tribunal in the final award shall specify**

**the party entitled to costs;**

**the party who shall pay the costs;**

**the amount of such costs; and**

**the manner in which the costs shall be paid**

Risk Level: Medium

Explanation:

Disputes will be resolved outside court by a private arbitrator.

**Clause:**

**For the purpose of this Clause, 'costs of arbitration' shall mean the fees and expenses of the arbitrator, legal fees and expenses, any administrative fees and any other expense incurred in connection with the arbitral proceedings and the arbitral award**

Risk Level: Medium

Explanation:

Disputes will be resolved outside court by a private arbitrator.

**Clause:**

**No party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute save as required in order to enforce this Clause and / or any arbitral award made pursuant to these Terms**

Risk Level: Medium

Explanation:

No party involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence of the Dispute or any arbitration conducted under this

Agreement in relation to that Dispute.

**Clause:**

**Subject to User's compliance and acceptance of the Terms and Conditions of this agreement, Revv shall provide primary liability protection under FMS, which is to the extent of claims and/or liabilities covered by vehicle insurance, in case the same are rented from Revv for claims and/or liabilities arising out of the use or operation of the vehicle by the User**

Risk Level: High

Explanation:

Revv shall provide primary liability protection under FMS, which is to the extent of claims and/or liabilities covered by vehicle insurance, in case the same are rented from Revv.

**Clause:**

**Liability protection excludes any claim made by the User himself, or the user's immediate family members, or by the passengers in the Revv vehicle at the time of the incident**

Risk Level: High

Explanation:

You are fully responsible for anything that happens if the car is taken outside India without approval.

**Clause:**

**Indemnification**

**User Indemnification and holds Revv, its Parent and affiliates and their respective Directors, Officers, Employees, Shareholders, Agents, Attorneys, Assigns and Successors-in-interest harmless for all losses, liabilities, damages, injuries, claims, demands, costs, Attorney fees and other expenses incurred by Revv arising from a breach of the Terms as specified herein:**

## **Penalty**

**Every User who violates the law or any of the provisions of this agreements or the rules setup by Revv and could face legal action and shall be responsible for all damages, liability, and fines as mentioned in the Fee Policy**

## **Data Protection**

**Revv captures, stores, processes and uses the Customer's personal data, including, but not limited to, the usage and vehicle data as they relate to the Customer, to the extent this is necessary for the administration and implementation of this Agreement and the Customer's use of the Revv's FMS**

Risk Level: High

Explanation:

Every User who violates the law or any of the provisions of this agreements or the rules setup by Revv could face legal action. Revv captures, stores, processes and uses the Customer's personal data, including usage and vehicle data as they relate to the Customer.

**Clause:**

## **Dispute Resolution**

**In the event of any disputes, differences, controversies and questions directly or indirectly**

**arising at any time hereafter between a User and Revv or their respective representatives or assigns under, out of, in connection with, or in relation to, these Terms (or the subject matter of these Terms) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of these Terms, (hereinafter referred to as a "Dispute"), the same shall be referred to binding arbitration at the request of the User or Revv, in writing, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or alteration thereof for the time being in force**

Risk Level: Medium

Explanation:

In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter, the same shall be referred to binding arbitration at the request of the User or Revv, in writing, in accordance with the Arbitration and Conciliation Act, 1996.

**Clause:**

**The arbitration proceedings shall be conducted in the English language**

Risk Level: Medium

Explanation:

The arbitration proceedings shall be conducted in the English language. Arbitration proceedings will be held in English. The arbitration will also be conducted using the language of English.

**Clause:**

**The seat of arbitration shall be in New Delhi**

Risk Level: Medium

Explanation:

The seat of arbitration shall be in New Delhi, New Delhi. The seat will be in the city of New Delhi. It will also be the seat of arbitration in the United States.



**Clause:**

**The costs of arbitration shall be fixed by the arbitral tribunal and the tribunal in the final award shall specify**

**the party entitled to costs;**

**the party who shall pay the costs;**

**the amount of such costs; and**

**the manner in which the costs shall be paid**

Risk Level: Medium

Explanation:

Disputes will be resolved outside court by a private arbitrator.

**Clause:**

**For the purpose of this Clause, 'costs of arbitration' shall mean the fees and expenses of the arbitrator, legal fees and expenses, any administrative fees and any other expense incurred in connection with the arbitral proceedings and the arbitral award**

Risk Level: Medium

Explanation:

Disputes will be resolved outside court by a private arbitrator.

**Clause:**

**No party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute save as required**

**in order to enforce this Clause and / or any arbitral award made pursuant to these Terms**

Risk Level: Medium

Explanation:

No party involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute.

**Clause:**

**3**

**On the expiration or earlier termination of this Agreement and return of the Vehicle to the Lessor (except where the Vehicle is stolen or its completely destroyed due to accident or damages), or any extension or renewal thereof, provided Lessee has paid all the Lease Rental and all other amounts payable by him/her hereunder and fully performed all other provisions of this Agreement**

Risk Level: High

Explanation:

3 On the expiration or earlier termination of this Agreement and return of the Vehicle to the Lessor (except where the Vehicle is stolen or its completely destroyed due to accident or damages) provided Lessee has paid all the Lease Rental and all other amounts payable by him/her hereunder.

**Clause:**

**1**

**Lessee will be solely responsible for safety measures/precautions against any damage, accident, or criminal activity on/of the Vehicle and subject to provisions of Clause 10 ("Insurance") the Lessee assumes sole financial liability in respect of:**

**In case the Vehicle is damaged, destroyed, or stolen, however caused, or occasioned; and**

**For all other risks and liabilities, including personal injury or death and property damage, arising with respect to the Vehicle, howsoever arising**

Risk Level: High

Explanation:

The Lessee assumes sole financial liability in respect of: In case the Vehicle is damaged, destroyed, or stolen, however caused, or occasioned; and For all other risks and liabilities, including personal injury or death and property damage, arising with respect to the Vehicle, howsoever arising.

**Clause:**

**The Platform may, at its sole discretion and based on the policies mentioned on the Platform's website, opt to limit the financial liability of the Lessee in some situations that are eligible for such limitation of liability**

Risk Level: High

Explanation:

The Platform may, at its sole discretion, opt to limit the financial liability of the Lessee in some situations that are eligible for such limitation of liability.

**Clause:**

**1**

**The Vehicle Insurance will provide primary third-party liability protection as well as own damage protection, which will be to the extent of claims/liabilities covered by the Vehicle insurer on the Vehicles for any/ all claims and/or liabilities arising during the use or operation**

## **of the Vehicle**

**10**

Risk Level: High

Explanation:

Vehicle Insurance will provide primary third-party liability protection as well as own damage protection. Vehicle insurance will cover all claims and/or liabilities arising during the use or operation of the vehicle.

**Clause:**

**Any liability arising out of not conforming with this requirement shall be solely to the cost and account of the Lessee**

Risk Level: High

Explanation:

Any liability arising out of not conforming with this requirement shall be solely to the cost and account of the Lessee. The liability arises out of any liability arising from not meeting this requirement.

**Clause:**

**Deliver the Vehicle at the end of the Lease Term or on earlier termination of the Agreement at such address as the Lessor requires, or if necessary, allow Lessor or its representatives access to the site or any premises where the Vehicle is located for the purpose of removing the Vehicle**

Risk Level: High

Explanation:

Either side can end the contract by giving a short written notice.

**Clause:**

## **Termination**

**14**

Risk Level: High

Explanation:

Termination 14. 14. Termination is 14th day of the World War II. It will be the first time the U.S. military has been involved in a major military action in the Middle East.

**Clause:**

**2**

**In case of termination of this Agreement on account of expiry of the Lease Term or under clauses 14**

Risk Level: High

Explanation:

Either side can end the contract by giving a short written notice.

**Clause:**

**Provided that termination and/or expiry of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the date of return of the Vehicle to the Lessor in accordance with Clause 15 below**

Risk Level: High

Explanation:

You are fully responsible for anything that happens if the car is taken outside India without approval.

**Clause:**

**Provided that termination and/or expiry of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the date of return of the Vehicle to the Lessor in accordance with Clause 15 below**

Risk Level: High

Explanation:

You are fully responsible for anything that happens if the car is taken outside India without approval.

**Clause:**

**1**

**Upon the expiry of the Lease Term, or earlier termination of this Agreement (except termination of the Agreement on account of theft or total destruction/loss of the Vehicle), the Lessee shall, at its own cost and expense, and without any delay, return the Vehicle with the Vehicle Documentation, Vehicle's key, key fob, in-Vehicle Devices and other starting device to the Vehicle in its designated position in the Vehicle at the Designated Location**

Risk Level: High

Explanation:

Upon the expiry of the Lease Term, or earlier termination of the Agreement, the Lessee shall, at its own cost and expense, and without any delay, return the Vehicle with the Vehicle Documentation, Vehicle's key, key fob, in-Vehicle Devices and other starting device to the Vehicle.

**Clause:**

**3**

**The obligation not to disclose confidential information shall survive notwithstanding the termination of this Agreement and at no time will either Party be permitted to disclose confidential information of the other party, except to the extent at or after the time of**

**disclosure or acquisition, the confidential information is in the public domain in the form supplied otherwise than through a breach of this Agreement by the Receiving Party**

Risk Level: High

Explanation:

At no time will either Party be permitted to disclose confidential information of the other party, except to the extent at or after the time of disclosure or acquisition, the confidential information is in the public domain in the form supplied otherwise than through a breach by the Receiving Party.

**Clause:**

**1**

**The Lessee shall indemnify and hold harmless the Lessor and the Authorised Service Provider against all costs, charges, expenses, losses, damages, liabilities or claims suffered by the Lessor directly or indirectly, on account of any willful default, misconduct, negligence, fraud, violation of Applicable Laws or any breach of the terms of this Agreement by the Lessee**

Risk Level: High

Explanation:

You agree to cover any losses or costs the other party faces.

**Clause:**

**2**

**Lessee's obligation to indemnify the Lessor hereunder shall survive the expiration, cancellation or termination of this Agreement**

Risk Level: High

Explanation:

Either side can end the contract by giving a short written notice.

**Clause:**

**2**

**Lessee's obligation to indemnify the Lessor hereunder shall survive the expiration, cancellation or termination of this Agreement**

Risk Level: High

Explanation:

Either side can end the contract by giving a short written notice.

**Clause:**

**The Lessee waives any immunity Lessee may have under any Applicable Law from its obligation to indemnify the Lessor under this Agreement**

Risk Level: High

Explanation:

You agree to cover any losses or costs the other party faces.

**Clause:**

**2**

**This Agreement shall not be construed insofar as creating an association, partnership, joint venture or corporation between the Parties, or as imposing any obligation or liability of a corporate nature to either party**

Risk Level: High

Explanation:

2 This Agreement shall not be construed as creating an association, partnership, joint venture or corporation between the Parties, or as imposing any obligation or liability of a corporate nature to



either party.

**Clause:**

**All extensions, except the forced extensions defined above, will accrue additional kilometres limit based on the extended duration and the pricing plan**

**Limited liability**

**In the event of damages, your liability is limited to a maximum of Rs 20000**

Risk Level: High

Explanation:

All extensions accrue additional kilometres limit based on the extended duration and the pricing plan. In the event of damages, your liability is limited to a maximum of Rs 20000.

**Clause:**

**Please note that the maximum liability policy is intended to benefit and protect the responsible user**

Risk Level: High

Explanation:

Maximum liability policy is intended to benefit and protect the responsible user. Please note that the maximum liability policy does not apply to the responsibility of the user.

**Clause:**

**, minor scratches and dents), and covers the vast majority of damage incidents under the maximum liability policy**

Risk Level: High

Explanation:

Maximum liability policy covers the vast majority of damage incidents under maximum liability policy.

The policy covers minor damage incidents such as minor scratches and dents.