

Terms of Use

These Terms of Service govern the use of the services offered by Omke Inc. (the “Company”) at the Company’s website (Rideaside.co the “Site”) or mobile applications. Such services, the Site and mobile applications together are hereinafter collectively referred to as the “Service.” Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy (the “Privacy Policy”) , the Marketplace Guidelines (the “Marketplace Guidelines”) and your representation that you are 18 years of age or older. If you object to anything in these Terms of Service, the Privacy Policy or the Marketplace Guidelines, you are not permitted to use the Service. The Privacy Policy and the Marketplace Guidelines are incorporated by reference into these Terms of Service and these Terms of Service, the Privacy Policy and the Marketplace Guidelines together are hereinafter referred to as this “Agreement.”

These Terms of Service include:

- Your agreement that the Service is provided “as is” and without warranty.
- Your agreement that the Company has no liability regarding the Service.
- Your consent to release the Company from liability based on claims between Users and generally.
- Your agreement to indemnify the Company from claims due to your use or inability to use the Service or content submitted from your account to the Service.
- Your consent that either party has the right to compel arbitration.
- Your consent that no claims can be adjudicated on a class basis.

Service Connects Car-Owners and Passengers.

The Service is a communications platform, which enables the connection between Car-owners and Passengers. Passengers are individuals seeking to obtain rides from Car-owners and are therefore clients of Passengers, and Passengers are individuals seeking to take a ride for Car-owners. Passengers and Car-owners together are hereinafter referred to as “Users.” Service Only Provides a Venue. The Service is a platform for enabling connections between Users for sharing rides, but Company is not responsible for the performance of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of user, nor of the integrity, responsibility or any of the actions or omissions whatsoever of

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User Vetting

Users may be subject to an extensive vetting process before they can register and during their use of the Service, including but not limited to a verification of identity and a comprehensive criminal background check, at the Country, State and local level, using third party services as appropriate. Users hereby give consent to Company to conduct background checks as often as required in compliance with federal and state laws and the Fair Credit Reporting Act. Although Company may perform background checks of Users, as outlined above, Company cannot confirm that each User is who they claim to be and therefore, Company cannot and does not assume any responsibility for the accuracy or reliability identity or background check information or any information provided through the Service. When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know.

NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE AND YOU HEREBY RELEASE THE COMPANY AND ITS AFFILIATES OR LICENSORS FROM ANY LIABILITY RELATED THERETO. COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE.

Release

The Service is only a venue for connecting Users. Because Company is not involved in the actual contact between Users or in the completion of the Ride, in the event that you have a dispute with one or more Users, you release Company (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Company expressly disclaims any liability that may arise between Users of its Service.

Public Areas; Acceptable Use

(actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Company expressly disclaims any liability that may arise between Users of its Service.

Public Areas; Acceptable Use

The Service may contain profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities (“Public Areas”) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and material that are relevant and proper to the applicable forum. Without limitation, while using the Service, you may not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Company staff.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- Use the Service for any purpose, including, but not limited to posting or completing a Ride, in violation of local, state, national, or international law.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.
- Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
- Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Impersonate another person or a User or allow any other person or entity to use your identification to post or view comments.
- Post the same Ride repeatedly (“Spamming”). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Service.
- Restrict or inhibit any other User from using and enjoying the Public Areas.
- Imply or state that any statements you make are endorsed by Company, without the prior written consent of Company.
- Use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Service in any manner.
- Hack or interfere with the Service, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.

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- Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Company.
- Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner.
- Use the Services in violation of the Marketplace Guidelines.
- Use the Service to solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Service as set forth herein.
- Use the Service to collect usernames and or/email addresses of Users by electronic or other means.
- Register under different usernames or identities, after your account has been suspended or terminated.

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas, and Company will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

Termination and Suspension

Company may terminate or suspend your right to use the Service at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice. Without limitation, Company may terminate or suspend your right to use the Service if you breach any term of this Agreement (including the Marketplace Guidelines) or any policy of Company posted through the Service from time to time, or if Company otherwise finds that you have engaged in inappropriate and/or offensive behavior. If Company terminates or suspends your right to use the Service for any of these reasons, you will not be entitled to any refund of unused balance in your account. If Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Even

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Account, Password, Security and Mobile Phone Use You must register with Company and create an account to use the Service. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password and account number provided by you or Company for accessing the Service. You are solely and fully responsible for all activities that occur under your password or account. Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you will contact Company immediately. By providing your mobile phone number and using the Service, you hereby affirmatively consent to our use of your mobile phone number for calls and texts in order to perform and improve upon the Service. Company will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of receiving text messages from us by modifying your account settings on the Site or Company's mobile application, or by emailing kaafati@rideaside.co

SOCIAL NETWORK INFORMATION:

Fetching information from your social network and saving it in our system is strictly after your acceptance. Sharing your information is only after your acceptance. We take necessary steps to protect your information, but we are not responsible for any hacker attacks and other malicious attacks etc.

LOCATION BASED SERVICES:

To provide location-based services on Rideaside, we may collect, use, and share precise location data, including the real-time geographic location of your device. This location data is collected anonymously in a form that does not personally identify you and is used by Omke Inc. and our partners and licensees to provide and improve location-based products and services.

Your Information and Likeness

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Your Information and Likeness

“Your Information” is defined as any information and materials you provide to Company or other Users in connection with your registration for and use of the Service, including without limitation that posted or transmitted for use in Public Areas. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Section, as provided by each User, is collectively referred to herein as “User Generated Content.” You hereby represent and warrant to Company that Your Information

- (a) will not be false, inaccurate, incomplete or misleading;
- (b) will not be fraudulent or involve the sale of counterfeit or stolen items;
- (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy;
- (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing;
- (f) will not be obscene or contain child pornography or be harmful to minors;
- (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and
- (h) will not create liability for Company or cause Company to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

The Service hosts User Generated Content relating to reviews of specific Users. Such reviews are opinions and not the opinion of Company, have not been verified or approved by Company and each user should undertake their own research to be satisfied that a specific user is the right person to share a ride with. You agree that Company is not liable for any User Generated Content. You hereby grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service. Each user who provides to the Company any videotape, film, record, photograph, voice, or all related instrumental, musical, or other sound effects, in exchange for the right to use the Service, hereby irrevocably grants to the Company the non-exclusive

licensable (through multiple users) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service. Each user who provides to the Company any videotape, film, record, photograph, voice, or all related instrumental, musical, or other sound effects, in exchange for the right to use the Service, hereby irrevocably grants to the Company the non-exclusive, fully-paid, royalty-free, transferable, sub licensable, worldwide, unrestricted, and perpetual right to:

- Use any videotape, film, record or photograph that such user provides to the Company, and use, reproduce, modify, or creative derivatives of such user picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”), in and in connection with the exhibition, distribution, display, performance, transmission, broadcasting on any and all media, including, without limitation, the internet, of any videos or images of such user in connection with the Service.
- Reproduce in all media any recordings of such user’s voice, and all related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Service.
- Use, and permit to be used, such user’s Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Service in any media.
- Use, and permit to be used, such users name and identity in connection with the Service.

Each user hereby waives all rights and releases the Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such user’s identity, likeness or voice in connection with the Service. Each user acknowledges that the Company shall not owe any financial or other remuneration for using the recordings provided hereunder by such user, either for initial or subsequent transmission or playback, and further acknowledges that the Company is not responsible for any expense or liability incurred as a result of such user’s recordings or participation in any recordings, including any loss of such recording data.

Links to Other Websites

Links (such as hyperlinks) from the Service to other sites on the Web do not constitute the endorsement by Company of those sites or their content. Such links are provided as an information service, for reference and convenience only. Company does not control any such sites, and is not responsible for their content. The existence of links on the Service to such websites (including without limitation external websites that are framed by the Company Service as well as any advertisements displayed in connection therewith) does not mean that Company endorses any of the material on such websites, or has

service, for reference and convenience only. Company does not control any such sites, and is not responsible for their content. The existence of links on the Service to such websites (including without limitation external websites that are framed by the Company Service as well as any advertisements displayed in connection therewith) does not mean that Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites. The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by Company's Terms of Service or Privacy Policy. You access such third-party websites at your own risk. Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Service. You hereby agree to hold Company harmless from any liability that may result from the use of links that may appear on the Service.

As part of the functionality of the Service, you may link your account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Service; or (ii) allowing Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Company and/or grant Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third party service providers.

By granting Company access to any Third Party Accounts, you understand that

- (i) Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Service via your account, including without limitation any friend lists, and
- (ii) Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Generated Content for all purposes of these Terms of Service. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Service. Please note that if a Third Party Account or associated service becomes unavailable or Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no

set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Service. Please note that if a Third Party Account or associated service becomes unavailable or Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Service. You will have the ability to disable the connection between your account on the Service and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Company is not responsible for any SNS Content. You acknowledge and agree that Company may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Service. At your request made via e-mail to kaafati@rideaside.co, Company will deactivate the connection between the Service and your Third Party Account and delete any information stored on Company's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that Users see or read through the Service is owned by Company, excluding User Generated Content that Company has the right to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the India Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Service without Company's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Company and, if applicable, the holder of the rights to the User Generated Content. The service marks and trademarks of Company, including without limitation Company and the Company logos are service marks owned by Company. Any other trademarks, service marks, logos and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written

as permitted herein, is expressly prohibited without the prior permission of Company and, if applicable, the holder of the rights to the User Generated Content. The service marks and trademarks of Company, including without limitation Company and the Company logos are service marks owned by Company. Any other trademarks, service marks, logos and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

Copyright Complaints and Copyright Agent

Company respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Service infringe upon your copyright or other intellectual property right, please send the following information to Company's Copyright Agent at:

kaafati@rideaside.co

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Service where the material you claim is infringed is located. Include enough information to allow Company to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

• Confidential Information

You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of Company and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify Company in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Company upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of Company's trade secrets, confidential and proprietary

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Disclaimer of Warranties

USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICE OR THE CONTENT OF ANY SITES LINKED TO THE SERVICE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THE SERVICE

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No Liability

YOU ACKNOWLEDGE AND AGREE THAT COMPANY IS ONLY WILLING TO PROVIDE THE SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND THIRD PARTIES. THEREFORE, YOU AGREE NOT TO HOLD COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR

CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. COMPANY DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE SERVICE. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT COMPANY OR ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

Indemnification

You hereby agree to indemnify, defend, and hold harmless Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred, in connection with (i) your use or inability to use the Service, or (ii) any content submitted by you or using your account to the Service, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. Company reserves the right, at

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Dispute Resolution

INFORMAL NEGOTIATIONS. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is your billing address, with an email copy to the email address you have provided to Company.

Company’s address for such notices is kaafati@rideaside.co.

BINDING ARBITRATION. If you and Company are unable to resolve a Dispute through informal negotiations, all claims arising from use of the Service (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. **YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL.** The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If your claim for damages does not exceed Rs 10,000, Company will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. **EXCEPTIONS TO ALTERNATIVE**

DISPUTE RESOLUTION. Each party retains the right to bring an individual action in small claims court or to seek injunctive

must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. EXCEPTIONS TO ALTERNATIVE DISPUTE RESOLUTION. Each party retains the right to bring an individual action in small claims court or to seek injunctive or other equitable relief on an individual basis in a court in India with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You and Company agree that any arbitration will be limited to the Dispute between Company and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" Section will be deemed null and void. LOCATION OF ARBITRATION. Arbitration will take place in India. You and Company agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, and Federal courts located in India, have exclusive jurisdiction and you and Company agree to submit to the personal jurisdiction of such courts.

Governing Law

You and Company agree that, other than as set forth under the subsection entitled "Waiver Of Right To Be A Plaintiff Or Class Member In A Purported Class Action Or Representative Proceeding" in Section 20 above, if any portion of Section 20 entitled "Dispute Resolution" is found illegal or unenforceable, that portion will be severed and the remainder of the section will be given full force and effect. Notwithstanding the foregoing, if the subsection entitled "Exceptions to Alternative Dispute Resolution" in Section 20 is found to be illegal or unenforceable, neither you nor Company will elect to arbitrate any Dispute falling within that portion of that subsection that is found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within India, and you and Company agree to submit to the personal jurisdiction of that court. Except as expressly provided otherwise, this Agreement will be governed by, and will be construed under, the laws of the State of India, without regard to choice of law principles.

Special Promotions

Company may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of Company, and

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Company may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of Company, and can be activated, modified or removed at any time by Company without advance notification and the liability of any of Company's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited pursuant to Section 18 of these Terms of Service.

No Agency

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

General Provisions

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. will be governed by and construed in accordance with the laws of the State of India, without regard to its conflict of laws rules. This Agreement constitutes the entire agreement between you and Company with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This Agreement will inure to the benefit of Company, its successors and assigns.

Changes to this Agreement and the Service

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Service or any content or information through the Service at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of these changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Service. Your continued use of the Service following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Company may change, modify, suspend, or discontinue any aspect of the Service at any time without notice or liability. Company may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, PRIVACY POLICY AND

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Last Revised March 2015.