

## **E-WENT RIDER/USER RENTAL AGREEMENT**

THIS DOCUMENT IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS/RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000 AND DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT THAT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD) AND WILL GOVERN TERMS AND CONDITIONS (“TERMS”) FOR VAILING E-WENT’s SERVICES OFFERED THROUGH WEBSITE/ MOBILE APPLICATION UNDER THE NAME AND STYLE OF ‘E-WENT (“APPLICATION”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE E-WENT SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, THEN PLEASE DO NOT USE THE APPLICATION OR AVAIL ANY E-WENT SERVICES BEING OFFERED THROUGH THE APPLICATION.

In order to use the E-WENT Services, you must first agree to the Terms. You can accept the Terms by:

- (i) Clicking to accept or agree to the Terms, where it is made available to You by E-WENT through the Application for any particular E-WENT Service; or
- (ii) Actually, using the E-WENT Services. In this case, You understand and agree that E-WENT will treat Your use of the E-WENT Services as acceptance of the Terms from that point onwards.

## **E-WENT FAST MOBILITY PVT LTD. RIDER’s AGREEMENT**

The bookings and use of Vehicles availed by You from E-Went and incidental services are governed by the following Terms as set forth herein (“User Agreement” or “Agreement”).

### **BETWEEN**

**E-WENT FAST MOBILITY PRIVATE LIMITED, (CIN: U45402WB2025PTC278172) (GST: 19AAICE7900N1Z5)** a private limited company incorporated under the provisions of Companies Act, 2013, having its registered office at **21, Hemant Basu Sarani, Centre Point, Suite No 210A, Kolkata – 700001** (hereinafter referred to as “E-Went” or “Company” or “We” or “Us” or “Our”,) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), **OF THE FIRST PART**

### **AND**

**The guest user or registered users** of Application, who is a natural or a legal person and avails any Vehicle on rent/hire (hereinafter referred to as “User” or “Rider” or “You” or “Your” or “Yourself”). Under the Terms and in consideration of your use of any of the E-WENT FAST MOBILITY Services (more specifically defined below) provided by E-Went e-Vehicles. You will have to abide by all terms and conditions in this Agreement, as applicable.

## **DEFINITIONS**

In these terms and conditions, unless repugnant to the context thereof, the following terms shall have the meaning ascribed to them hereunder:

- “App/Application” shall mean E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)’s software application, ‘E-WENT’ available on iOS and Android operating systems.
- “Applicable Law” includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration of, any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question in India.
- “E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)” shall mean E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), a company incorporated in India and having its office at 21, Hemant Basu Sarani, Centre Point, Suite No 210A, Kolkata – 700001.
- “Cancellation, Refund and Reimbursement Policy” shall mean the policy formulated by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) from time to time regulating the terms of cancellation of bookings, refund and reimbursements of monies to the Users.
- “Fees” shall mean the fees to be paid by the User including any refundable security deposit towards availing the Services, as may be determined by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) in its sole discretion, from time to time.

- “Force Majeure” shall mean and include fire, flood, earthquake, elements of nature, epidemics or quarantine restrictions or acts of God or terror; riots, civil disorders, rebellions, or revolutions; strikes, lockouts, or any other similar cause beyond the reasonable control of a Party, not reasonably foreseeable, not caused by acts or omissions of the Party affected and that could not have been avoided through a work around plan which prevents the Party from discharging its obligations under these terms and conditions.
- “Personal Information” shall mean the name, address, contact numbers, email id, gender, age, driving license details, address proof, identity proofs, device location, internet protocol address and other data shared by the User or accessed by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), in further to these Terms and Conditions.
- “Services” shall mean the various types of vehicle rental and ancillary/ incidental services provided by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
- “User” in the case of a legal natural person shall mean the individual who registers with, avails the Services of and uses/operates the Vehicles of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went); and in the case of a body corporate shall mean the body corporate which registers with and avails the Services of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) and all legal natural persons who use/operate the Vehicles of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)..
- “Vehicle” shall mean all vehicles used for the purposes of rendering the Services owned/ under the control and possession of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
- “Website” shall mean <https://goewent.com/>.

In these terms and conditions, unless the context otherwise requires:

1. a reference to a ‘Clause’ or ‘Annexure’ is a reference to a clause of or annexure to these Terms and Conditions;

2. a reference to these Terms and Conditions is a reference to these terms and conditions as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by these terms and conditions;
3. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
4. the singular includes the plural and vice-versa;
5. a gender includes all genders;
6. mentioning anything after the word 'include', 'includes' or 'including' does not limit what else might be included; and

The headings and titles in these terms and conditions are indicative and shall not be taken into consideration in the construction of these terms and conditions.

## A. REGISTRATION

1. User shall avail Services offered by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) only on completion of registration as a User either through the App.
2. All applications for registration shall satisfy the eligibility criteria and be supported by necessary documentation provided under ANNEXURE B.
3. Satisfying the eligibility criteria required to become a User shall not automatically give an applicant the right to avail the Services.
4. Acceptance of the registration is subject to approval by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) at its sole discretion.
5. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right to examine and verify the authenticity of the documentation provided by the Users.
6. By submitting the necessary documents through App, Website or in physical form, it is deemed that the User gave consent to conduct background checks by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) and/or its Authorised agents or partners.

## **B. TERMS OF USE**

### **a) Bookings**

1. All bookings to avail Services through the App must be made solely by User. Bookings shall be processed by **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) on a first-come first-serve basis. **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) does not guarantee the availability of any particular Vehicle at any given time.
2. The User shall pay such Fees as may be prescribed by **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) from time to time, towards availing the Services. The User shall not make bookings on behalf of or for the benefit of any other person or body corporate. Breach of this term shall constitute a material breach of these terms and conditions and the User shall be liable for all consequences arising from any and all acts and omissions of the actual user of the Vehicle(s). Further, in the event the User contravenes the foregoing term, the User shall be liable to pay any penalty levied by **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) in this regard, notwithstanding **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went)'s right to terminate the User's registration.
3. The User shall notify his/ her intent to terminate the rental term, at least seven (7) days prior to the date of expiration of the rental term. In the event the User fails to so notify the same, the rental term shall automatically stand renewed for a further period of [days/ weeks/ months]

## **C. Vehicle Pick-Up and Return**

1. The pre-booked Vehicle shall be picked up by the User from the designated **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) hub or any other destination as specified by **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went), after verifying his/her identity and on completing the requisite paperwork.

2. Booking time shall be calculated from the moment the User gains possession of the Vehicle. Prior to taking possession, it shall be the User's responsibility to inspect the Vehicle carefully.
3. In the event of any damages or malfunction, the User should inform **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) of the same immediately, prior to taking over its possession, failing which **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) shall not be responsible for any consequences arising therefrom.
4. At the end of the booking, the User shall return the Vehicle at such place as designated by **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) from time to time or any such place as specified by the User while booking the Vehicle.
5. It shall be the responsibility of the User to return the Vehicle in the same condition as it was received, normal wear and tear excepted and also return all documentation such as registration certificate, insurance certificate, etc that were handed over to the User.
6. In case of damages and/ or repairs to the Vehicle on account of the use by the User, the User shall bear all expenses in relation to the same. **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) shall also be entitled to levy a penalty for every day that the User is in delay of returning of the Vehicle.
7. It is hereby clarified that: (a) the risk of loss in the Vehicle shall be passed on to the User, upon handing over of the possession of the Vehicle to the User; and (b) the title to the Vehicle shall, at all times, remain with **E-WENT FAST MOBILITY PRIVATE LIMITED** (E-Went) (or its partners).

## **D. USER RESPONSIBILITY**

1. From the time the Vehicle is picked up by the User, and until it is returned, all risks associated with such custody of the Vehicle shall be with such User and the User shall be responsible for securing the Vehicle from external factors including human or generally known adverse weather conditions.
2. Under no circumstances can the User allow a third party other than himself/herself to use the Vehicle that has been obtained by the User from E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
3. The User shall use/operate the Vehicle in compliance with all Applicable Laws.
4. The User shall use/operate the Vehicle only within the designated area specified under booking made.
5. The User shall ensure that any repairs to the Vehicle shall be undertaken only by an authorized service center as directed by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
6. The User shall maintain the Vehicle in a good condition throughout the rental duration, subject to regular wear and tear; and shall also ensure hygiene and cleanliness at all times.
7. The User shall be responsible for any and all damages to the Vehicle, theft of Vehicle, accidents, breakdowns, and repairs to the Vehicle. All costs and expenses in relation to the foregoing, shall be borne by the User.
8. The User shall comply with all safety standards and measures including but not limited to applicable speed limits, child restraint laws and any other instructions being displayed/ communicated by the concerned authorities through marks or sign boards in various locations where the Vehicle is driven by the User.
9. In the event of theft of the Vehicle or any component/part thereof, the User must report the incident to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) immediately and file a complaint at the nearest police station.

The User will be held responsible for any discrepancy or misinformation if any in the filing of the complaint and appropriate action may be taken by the concerned authorities, legal or otherwise.

10. The User must ensure the safety of all equipment provided with the Vehicle including but not limited to helmets, GPS navigation system of the Vehicle. In case any equipment is misplaced by the User, he/ she will be charged for the same at the discretion of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
11. The Users shall undertake full responsibility of their belongings. In case any User claims to have left back any belongings inadvertently in a Vehicle after the completion of the booking, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall endeavor to locate the lost belongings on a "reasonable-effort" and good-faith basis provided the User notifies E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) of the same within 90 (Ninety) minutes of the successful return of the Vehicle post completion of the booking. However, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall not be held responsible for such loss or damage to such belongings under any circumstances.
12. The User shall be responsible for keeping his/her E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) account related information, OTP in strict confidence and to not share those with any third parties. The User shall be solely responsible for any associated costs and/or damages in connection with any and all unauthorized use of such passwords and/PINs, by third parties. If the User has reason to believe that a third-party may have obtained a password and/or PIN in an unauthorized manner, the User shall intimate E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) of the same and change the compromised password and/or PIN instantly.
13. The User shall cooperate with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), to facilitate E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), to inspect the Vehicle at any time during the subsistence of the rental duration.

14. The User shall not create any charge or encumbrance of any kind on the Vehicle.
15. The User shall be solely responsible for charging the batteries pertaining to the Vehicle, at the User's cost and expense.

**16. Obligations vis-à-vis driving license:**

- (a) Should the User's driving license expire or be revoked, authorization to drive the Vehicle shall also expire immediately E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall be notified immediately or not later than 3 (three) working days of such expiry or revocation by the User by email forthwith upon such expiry or revocation.
- (b) By registering with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), the User authorizes E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) the right to obtain the User's driving records from the jurisdiction in which the User is licensed and may periodically check the User's driving records and in case any User, who does not meet the required driving eligibility may at its sole discretion, suspend or terminate the registration of such User.
- (c) The above list is only indicative and not exhaustive. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right to identify any additional responsibilities to be complied with by Users.

## **E. Reporting of Accidents, Damages and Vehicle Failure/Breakdowns**

1. In the event of a Vehicle breakdown or failure, the User should inform E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) of the same immediately. Subject to availability of alternative Vehicles, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall provide a replacement Vehicle to the User, if such failure or breakdown had not arisen on account of the User's negligence and/or default. However, the User shall have to bear the expenses of towing, repair and other costs if such failure or breakdown had arisen on account of the User's negligence and/or default.

2. All accidents, and/or damages to the Vehicle, summons or notices issued by police, courts and other authorities in relation to incidents and/or acts concerning the Vehicle while it was under the custody of the User shall be intimated to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) without any undue delay within one hour of such incident.
3. The User shall also report in writing, the entire events in detail regarding such accident/incident. In case of an incident involving property damage to the person or property of any third party, arising out of the use of a Vehicle by a User, such User must file an official police complaint and, mandatorily provide a jointly agreed-upon statement, and complete E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s incident report form, and cooperate with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) in obtaining/ providing, *inter alia*, the following information:
  - (a) Date, time, and place of incident;
  - (b) The license plate numbers of any other vehicles involved, their make and year,
  - (c) The names, addresses, and driver's license numbers of the persons involved in the incident;
  - (d) The name, address, and driver's license number of the owner of the vehicle (if he or she is not the driver);
  - (e) The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
  - (f) Circumstances of the incident describing immediate surrounding environment and vehicle position prior to the incident; and

4. The User shall be liable to indemnify E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) for any loss/injury sustained by it on account of the User's discrepant, inconsistent or distorted complaint.

## **F. INVESTIGATION OF ACCIDENTS**

1. The User shall cooperate with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) and/or any other claims adjustment service provider, in order to obtain findings in relation to any incident/accident involving E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s Vehicle during the course of its use by the User.
2. The User shall cooperate fully with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) in the investigation and defense of any claims or lawsuit by or against E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
3. The User's E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) accounts may be suspended until such investigation has been concluded.
4. In case of any accidents/damages, the liabilities with regard to any out of court settlement initiated or accomplished by the User with third parties without prior written consent of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) will be solely borne by such User.
5. In case of any damage to the Vehicle during the course of its use by the User, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall be entitled to charge an amount equal to cost of repairing the Vehicle, to the extent that is not covered by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s insurers and additionally, the loss of revenue, if any to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), as a result thereof.

6. If any accident or damage to the Vehicle is caused, the User has to bear the entire cost of repair of the Vehicle, damages caused to third parties and compensation required to be paid to the victim.

## **G. INSURANCE AND LIABILITY**

1. To the extent any insurance may cover any claims or liabilities arising during the use or operation of the Vehicle by the User, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may cover for them.
2. The User shall be responsible for any associated deductible charges directly/indirectly attributable to the User's default or otherwise as per the sole discretion of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).
3. In the event it is determined that losses/claims mentioned hereinabove exceed the insurance coverage obtained by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), the User will be liable for any such excess claims/ losses/ damages.
4. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) is not responsible for any damage to, loss or theft of, any personal property belonging to the User, his/her co-passenger or third parties, under any circumstances.
5. It is hereby clarified that the benefits extended under these terms shall be limited to the extent E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s insurance coverage applies. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall not be liable to the User, his/her co-passenger for any indirect, special, punitive, or consequential damages (including lost profits) arising from or related to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s Vehicle, its use, or these terms and conditions.

## **H. CANCELLATION OF BOOKINGS, REFUND AND REIMBURSEMENTS**

1. Any bookings made through the Website/App can be cancelled through the same at any time. The minimum charge would be a week's subscription or a month's subscription, depending on the plan which the user signed up for. The refund mode will be through bank transfer within 30 days of return of the e-bike & requisite confirmations from the E-Went asset team thereof.
2. The User may also cancel bookings by calling E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s helpline number and any cancellation communicated in this manner shall be valid, subject to the User identifying himself/herself and providing adequate details regarding the booking. On verification of the User's identity and booking details, and confirmation of the User's request to cancel the booking, the User shall be intimated of the cancellation in such mode and manner as may be prescribed under E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s Cancellation, Refund and Reimbursement Policy.
3. Reimbursements on any cancellations shall be made subject to applicable deductions in accordance with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s Cancellation, Refund and Reimbursement Policy. There shall be no reimbursements for expenses borne by the User without the prior consent of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).

## **I. PROHIBITED USE**

1. Vehicles shall be used exclusively by the User for the purpose indicated at the time of subscription to our Service Plans. Users shall not allow/authorize any other person/(s) to use or operate the Vehicles or act as a custodian thereof.

2. Vehicles cannot be used beyond the designated area specified under booking made. The User must ensure that the number of passengers in the Vehicle does not exceed the seating capacity of the Vehicle.
3. Vehicles cannot be used for races, exhibitions and/or any contests and/or performance of stunts.
4. Vehicles cannot be used for towing, pushing and/or propelling other vehicles or objects. Vehicles shall not be used in a manner as to cause excessive wear and tear or damages to the same.
5. Vehicles cannot be used in/ in connection with any anti-social or criminal or objectionable activities. Vehicles cannot be used by any User for any activity which is deemed illegal under the Applicable Laws.
6. Vehicles cannot be used in violation of Applicable Laws including but not limited to traffic laws, rules and regulations. The User shall be liable to pay any traffic challans/ fines/ tolls payable to statutory authorities.
7. Vehicles shall not be used/ operated by Users under the influence of any intoxicants or mind-altering substances. Use of tobacco, cigarettes, cigars, and alcohol is also absolutely prohibited while using the Vehicle;
8. Use of the Vehicle for any imprudent, negligent, or abusive or for any abnormal use is strictly prohibited.
9. The Users shall not attach any external fixtures or fittings to the Vehicle nor tamper with the Vehicle in any manner whatsoever including but not limited to tampering of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s branding on the Vehicle and its parts.
10. The User, shall, at all times, safely carry all the Vehicle-related documents (including but not limited to driving license, registration certificate, and insurance papers);

11. While riding the Vehicle, the User shall not use mobile phone or any other mobile communication or other such device in any manner whatsoever, or otherwise engage in similar activities, that may distract the User from riding or otherwise engaging in similar activities that may be prohibited by applicable laws;
12. Users are prohibited from carrying the following items on the Vehicles: (i) Weapons or any sharp or inflammable objects which may cause damage to the Vehicle or endanger human life; (ii) Any item/object whose possession has been deemed illegal as per Applicable Law; (iii) Any item or object which compromises the stability, safety or performance of the Vehicle and/or the passengers and/ or any persons.
13. Vehicle must not be left in a zone which has parking restrictions. If the User leaves the vehicle in such a restricted zone, the User must immediately notify us, and you will be responsible for any and all violation notices or towing charges incurred by us.
14. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) explicitly prohibits using/sharing of Vehicle with minor/children. Vehicles shall be used exclusively by the Users for the purpose indicated at the time of subscription to our Service Plans.
15. The above list is only indicative and not exhaustive. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right to identify any activity/ use as inappropriate and prohibited. Any unreasonable, unwarranted, illegal, unethical or inappropriate use of a Vehicle or use in a manner that is not expressly permitted hereunder, and as determined appropriate by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) in its sole discretion, shall be deemed a material breach of these terms and conditions.

16. The Users shall be solely responsible for any unfortunate consequences (including but not limited to penalties, damages, losses, injuries to self and third parties) arising from the use of the Vehicles and E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) in no manner whatsoever shall be responsible for the same.

17. Without prejudice to its rights, claims and contentions under the law and equity, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves to terminate/suspend the Users' registration and/or withdraw Services rendered to the User and/or levy a penalty, in the event Users indulge in using/operating the Vehicles in a manner prohibited by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) or violate these Terms and Conditions in any manner. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may also report to the authorities any use of Vehicle or other activities that are in violation of Applicable Law, or in violation of these terms and conditions.

## **J. REPRESENTATIONS AND WARRANTIES**

The User hereby represents, warrants and covenants that:

(a) all information provided by the User is true and correct and that no misrepresentations or misleading statements have been made, and that the User will notify and update such information from time to time, to keep it current and valid at all times;

(b) the User satisfies the eligibility criteria set out under ANNEXURE B, has all requisite competence, power and authority to accept these terms and conditions and to perform the obligations hereunder and the User will perform his/ her obligations and fulfill his/ her responsibilities under these terms and conditions in a manner that complies with Applicable Laws;

(c) the execution and performance of the obligations hereunder do not and will not violate, any provision of any existing agreement to which he/ she is a party, or any applicable law; (d) the User has fully understood the operations/ functionality of the Vehicle;

(e) there are no police complaints and/ or harassment (including sexual harassment) allegations against him/ her; and

(f) he/ she has not been charged or convicted by any court in India or any other country of any crimes including but not limited to those involving moral turpitude, and that he/ she is not a party to any pending litigation which will materially affect his/ her obligations hereunder.

## **K. CANCELLATION AND TERMINATION OF REGISTRATION**

1. The User's registration with E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall be valid and subsisting unless specifically cancelled/terminated by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).

2. Without prejudice to its rights, remedies and contentions under the Applicable Laws, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right to cancel/terminate the User's registration (and these terms and conditions) on account of any breach of the provisions of these terms and conditions, if any of representations and warranties made by the User are found to be false and on account of violation of the Applicable Laws.

3. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) at its sole discretion may allow the User to rectify its breach within such period of time as may be prescribed by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), however, the same shall not be construed as a waiver of any rights, claims and contentions, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may have under the law and equity.

4. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may also terminate or suspend all or a portion of the User's account or access to the Services with or without reason.

5. The rider has to use the vehicle for a minimum of 28 days. If the vehicle is returned before 28 days then half of the security deposit will be seized and the remaining amount will be refunded.

## **L. CONSEQUENCES OF BREACH**

1. In the event of breach of these Terms and Conditions, that is incurable or if curable, not cured within seven (7) days from the date of notification of breach (including but not limited to breach of payment obligations and/ or in the event of theft/ loss of or damage to the Vehicle), then E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), shall, in addition to the other rights and remedies available to it under these Terms and Conditions and/ or Applicable Law, be entitled to:

(a) reclaim/ repossess/ immobilize the Vehicle;

(b) forfeit the security deposit or make relevant adjustments in the security deposit in the manner the E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) determines;

- (c) the Fee payable during the rental term, in its entirety;
- (d) terminate these Terms and Conditions with immediate effect; and/ or
- (e) initiate appropriate legal action against the User. It is hereby clarified that the User will be charged any additional costs viz; legal attorney fees, consultants fees, travel costs, etc. incurred by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), in taking possession of the Vehicle from the User.

## **M. INDEMNITY AND LIMITATION OF LIABILITY**

1. The User shall indemnify, keep indemnified and hold E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), its affiliates, and their directors, officers, employees, agents and representatives, harmless from and against any action, suits, complaints, proceedings, damages, losses, costs, expenses (including reasonable attorney's fees and court costs), fines, penalties, claims (including third-party claims), counterclaims, actions or liabilities incurred or suffered by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), its affiliates and/ or of their directors, officers, employees agents and representatives in any manner as a result of :-

- (a) any breach by the User, of the terms and conditions set forth herein, of any of its representations or warranties or obligations as set forth hereunder;
- (b) any act or omission of the User; or from the use of the Vehicle; and/ or

(c) loss or damage to Vehicle or personal injury or death or temporary or permanent disablement or tangible or intangible property damage (including loss of use) to any third-party. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) specifically disclaims any liability in relation to the foregoing.

2. Further, it is hereby clarified that if the Vehicle is lost or is damaged beyond repair, the User shall pay the full cost of the Vehicle to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went).

3. The User hereby acknowledges that under no circumstances shall E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from: -

(a) the provision of the Services, or

(b) the User's use of or inability to use, the Services. Notwithstanding anything contained in these Terms and Conditions, the total liability of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) under these terms and conditions shall in no event exceed 25% of fees paid by the User in relation to the Services.

4. Further, the User acknowledges and agrees:

(a) that riding the Vehicle involves an inherent risk of personal injury and the User undertakes and assumes this risk in entirety for himself/ herself, and/ or any person riding with the User as a pillion;

(b) to release and discharge E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went), in perpetuity from and of any and all claims, demands, rights and causes of action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries (including without limitation to fatal injuries) and the consequences thereof, whether or not caused or contributed to in whole or in part by a defect in the Vehicle or in any way connected with the Vehicle.

## **N. FORCE MAJEURE**

1. If the compliance of its obligations under these terms and conditions by either Party is delayed, prevented, restricted or interfered with by reason of Force Majeure, then the Party so affected, upon giving prompt written notice to the other Party, shall not be liable for non-performance of such obligations.
2. Provided that if the Force Majeure event continues for a period of 30 (Thirty) days, then either Party shall have a right to terminate these Terms and Conditions with immediate effect, by giving written notice to the other Party, and the Vehicle shall be immediately returned to the E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went). However, a Force Majeure event shall not affect the accrued payment obligations of the User under this Agreement.

## **O. PRIVACY AND DATA PROTECTION**

1. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) respects privacy of its Users, and will comply with its privacy policy. The User hereby provides his/ her consent to any collection, use or disclosure of personal information or personally identifiable data required to provide access to the Services or to deliver the Services to the User, as per the Privacy Policy.

2. The User agrees that the Personal Information of the User may be used by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) or be shared with a third party (i) in the event of any mandatory legal or statutory disclosures, (ii) for reporting of incidents/accidents to hospitals, friends and family of the User, police and governmental authorities(iii) to render support in case of an accident or hospitalization, for coordinating with locals, police, social workers, mechanics, hospital, relatives or friends of the User, as necessary to get support in such cases,(iv) for promotional purposes, and (v) to analyze the User's patterns for providing a better User experience and business offerings.

3. In order to avoid theft of the Vehicles, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) obtains the location of each and every Vehicle that is in the field. In this process E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) would be able to identify the User's location in a given point of time.

4. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) also reserves the right to store, process and use the User's Personal Information, to the extent this is necessary for providing the Services, for administration and implementation of these terms and conditions and the User's use of the Vehicles.

5. Should third-party services be used, E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may forward to the third-party service provider the User's Personal Information, to the extent this is required to fulfill the objectives of such services. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may provide the User's Personal Information to third-parties for the purposes of providing/ improving individualized offers, Services, enhancing business operations, improving User's total experience and providing any other customized information to Users.

6. The User shall be entitled to object to the sharing of his/ her data and request for complete deletion for his/ her data from E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went)'s database, provided that under such circumstances E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall have the option to terminate the User's registration with it and delete the User's account.

7. Further, the User agrees that E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may collect and use technical data and related information, including but not limited to technical information about the User's device, system and application software, and peripherals, that is gathered periodically, to facilitate the provision of software updates, product support, and other services to the User (if any). E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) may use this information as per the privacy policy, including without limitation to improve their products or services or technologies.

## **P. GOVERNING LAW AND JURISDICTION**

These terms and conditions shall be governed by the laws of India. The courts in Kolkata shall have exclusive jurisdiction in relation to matters contained hereunder.

## **Q. DISPUTE RESOLUTION**

In the event of any dispute between the Parties, the Parties shall first attempt to resolve the dispute amicably within 15 (fifteen) days of raising a notice of dispute on the other Party. In the event the amicable resolution of dispute fails, the Parties can approach the Courts in Kolkata and Shall be governed by and interpreted in accordance with the laws of India.

## **R. CONFIDENTIALITY**

The User may have access to or receive business, technical, financial information or other non-public information relating to E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went). The User agrees: (a) to take reasonable precautions to protect such confidential information, and (b) not to use (except as otherwise expressly permitted hereunder or under the applicable law) or divulge to any third person any such confidential information.

## **S. MISCELLANEOUS**

The rights and obligations of the User under these terms and conditions are not assignable or transferable, in whole or part. Any attempt to transfer the same without the prior written consent of E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall be void and of no force and effect. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right at its sole and absolute discretion to assign the rights and obligations under these terms and conditions to an affiliate or to any other entity in connection with a corporate transaction or otherwise. If any clause or provision of these terms and conditions, or the application of such clause or provision, is held invalid by a court of competent jurisdiction, the remainder of these terms and conditions, and the application of such clause or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected. Waiver by E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) of any term or condition of these terms and conditions at any one instance shall not be deemed or construed to be a continuing waiver of such term or condition for the future or any subsequent breach thereof.

All provisions which by their nature should survive the termination of these Terms and Conditions for any reason shall survive the termination of this Terms and Conditions, including without limit, provisions pertaining to payment obligations, confidentiality, indemnity, limitation of liability, notices, dispute resolution, survival, etc. Nothing in these terms and conditions will be deemed to either constitute a partnership or agency between the Parties for any purpose. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) shall render all the Services as an independent contractor. Neither Party shall have any right or authority to act for or to bind any other Party. It is intended that the obligations under these terms and conditions shall always be maintained and performed on an arm's length basis. Users can review the most current version of the Terms and Conditions at any time on the App/ Website. E-WENT FAST MOBILITY PRIVATE LIMITED (E-Went) reserves the right to add, remove, modify or replace any part of these Terms and Conditions by posting updates and/ or changes, at any time, without special notice to the Users. It is the User's responsibility to check the Terms of Use periodically for changes.

## **T. RIDER ACCEPTANCE OF AGREEMENT**

I certify that I am the Rider, I am 18 years old or above, and I have read and expressly agree to the Terms set forth in this Agreement.

OR

I certify that I am the parent and/or legal guardian of the Rider, who is at least of Permitted Age of Use or above. I have read, and I expressly agree to, the terms and conditions set forth in this Agreement and authorize the use of the E-WENT Service by the Rider.

I have read and reviewed this Agreement and am voluntarily signing it on behalf of the Rider, in my capacity as parent and/or legal guardian. By signing below, I am agreeing on behalf of the Rider to be bound along with the Rider by all Terms as set forth above, including but expressly not limited to those Terms that set forth any release, waiver or discharge of liabilities or claims of any kind.

## **ANNEXURE B- ELIGIBILITY CRITERIA AND SUPPORTING DOCUMENTS**

Eligibility Criteria:

1. Users must be above the age of 18 (21 years of age in respect of certain categories of Vehicles)
2. Users must possess a valid driver's license issued by the Government of India to operate the Vehicle, unless otherwise specified under the applicable law; and must ensure that they are valid and in effect throughout the subsistence of the Service Plan;
3. Users must possess sufficient identity, age and address proof

Supporting Documents:

1. Proof of Identity
2. Proof of Age
3. Proof of Permanent Address
4. A valid Driver's License to operate the Vehicle
5. Recent color photographs