

## TERMS AND CONDITIONS

Please read these terms of service agreement carefully. These standard Terms and Conditions (these "Terms" or these "Terms and Conditions") contained herein, shall govern your use of our service. These Terms apply in full force and effect to your use of our service and by using our service, you expressly accept all terms and conditions contained herein in full. You must not use our service, if you have any objection to any of these Standard Terms and Conditions

ETM Bikes and the User shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

### 1. Application of the T&Cs:

1.1. The present Terms and Conditions establish the rights and obligations of the User.

1.2. The User is aware that the right to commission, manage or operate, the Vehicle exclusively belongs to ETM Bikes, and that the User does not have powers for transfer of the rights and obligations accepted by him or her by conclusion of the Agreement to third persons (among other, for transfer of the right to the Vehicle). ETM Bikes allows the User to use the Vehicle in accordance with the present Terms and Conditions.

1.3. ETM Bikes makes the present Terms and Conditions available to the User not later than at the time of conclusion of the Agreement. By clicking on "I accept" Button or "Choosing the I agree option" or "By signing" of this Agreement, the User confirms that the User has read and understood the present Terms and Conditions, and that the User undertakes to comply with them.

1.4. In case of vehicle rental, this Agreement for the use of one or more Vehicle(s), shall not be concluded until return of the Vehicle into direct possession of ETM Bikes ("the period of rent") and complete payment of any arrears owed by either party.

1.5. In case of use of the website or mobile application of ETM Bikes, this agreement shall be concluded with the conclusion of user's access to the website or application, respectively.

### 2. Definitions:

As used in these Terms and Conditions, the following words and terms shall have the meanings ascribed to them in this Section, unless the context of their usage clearly indicates another meaning:

2.1. Applicable Law ("**Laws**"): 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.

2.2. Application ("**App**"): shall mean ETM Bikes's software application available on iOS and/or Android operating systems and/or on the web and/or on the internet.

2.3. "Bike or vehicle" means any type of two wheeled vehicle or a bicycle or a motorcycle or a traditional bicycle, electric/pedal-assist bicycle, or electric scooter that is part of a shared mobility system.

2.4. **Charge(s) or "Fee(s)" or "Price(s)"** : shall mean the fees to be paid by the User including any refundable security deposit towards availing the Services, as may be determined by ETM Bikes in its sole discretion, and the prices may vary from time to time.

2.5. Geographical Boundary ("**Boundaries**"): shall strictly mean the areas / boundaries decided by Beyond that, users are not allowed to carry / Ride the vehicle.

2.6. "**Provider**" or "**ETM Bikes**" : shall mean **Eleric Automotive Private Limited**, a company incorporated in India and having its registered office at house no 09, Road No. 10, Indrapuri, Patna, Bihar. 800024

2.7. Service ("**Services**"): shall mean the various types of vehicle rental and ancillary services, including our website related, software related and mobile application related services, or any other relevant service provided by ETM Bikes.

2.8. "Shared Mobility" - includes various forms of carsharing, Bikes haring, ridesharing (carpooling and

vanpooling), and on-demand ride services for short-term rentals for point-to-point trips.

**2.9. User ("User"):** a person who rents and uses a bicycle, electric bicycle, electric scooter, or other device from the Provider or Any person using the ETM Bikes website or mobile application.

### **3. Responsibility of the User**

**3.1.** The user agrees to use and operate electric vehicles safely and prudently.

**3.2. Sole renter:** The User expressly agrees to be the sole renter and will be the sole driver of the Vehicle. The User may not pass the vehicle on to a third party or allow the third party to operate the vehicle.

**3.3. Driving License:** The User should have a valid driving license to register and drive a vehicle that requires the driving license by law. The user needs to upload the driving license which will be saved to our database after which the user shall proceed to book any vehicle.

**3.4. Condition of vehicle or its associated accessories or spare parts:** The User has to verify the condition of the bike before beginning the use of a vehicle or starting the ride or starting the rental period. The user shall use the vehicle only after being fully satisfied about the condition of the vehicle. The User shall not hold ETM Bikes or any other person associated with ETM Bikes, responsible for any loss of life or property due to the condition of the vehicle or due to the condition of any associated accessories with it.

**3.5. Geographical boundary:** The User shall not carry / ride the vehicle outside the geographical boundary defined by ETM Bikes.

**3.6.** The User must follow the speed limitation, traffic rules or directions of the police or other enforcement agencies. If there is any violation of a traffic rule or any other that includes but is not limited to over speeding, wrong parking, jumping a signal, riding with pillion(s), breaking red light at a crossing and toll violations, riding without a helmet, parking illegally, etc., the user shall pay all the fines / penalties.

**3.7.** The user shall not ride with more than one person as a pillion.

**3.8.** The user shall not retrofit or do any modification to the vehicles with any components that are not approved in writing by ETM Bikes. This includes but is not limited to tires, tubes or batteries.

**3.9.** The user shall not use the vehicle to propel or tow any other vehicle, bike, car, trailer or other objects.

**3.10.** The user shall not take the vehicle off-roads or on roads that are not marked as normal driving roads on a road map

**3.11.** The User must not exceed the maximum weight limit for the Vehicle, which is defined for each type of vehicle or 200 Kilograms, whichever is less. User accepts that the vehicle is intended for light goods only.

**3.12.** The User must not use the Services for the purpose of transporting any dangerous weapons (including, not limited to, knives, firearms, incendiary devices, etc.), chemicals, other objects / substances that may cause harm to or intimidate or otherwise harass others, including other users or members of the public, whether or not the user intends to use such objects or substances to cause harm to or intimidate or otherwise harass others, including other Users.

**3.13.** It is the User's responsibility to maintain the Vehicle to the same standard in which the vehicle is supplied to the user (Including- complying with all additional care recommended by ETM Bikes)

**3.14.** The User must refrain from servicing or causing the vehicle to be serviced on his own.

**3.15.** Use of the vehicle in any manner that causes excessive wear and tear to the vehicle parts is prohibited. ETM Bikes shall penalize the user if it is found that the User has caused excessive wear and tear to the vehicle.

**3.16.** The User is prohibited from doing or omitting any activity which will affect the normal condition of the vehicle.

**3.17.** The user shall not tamper with, hide or remove any logos or stickers of ETM Bikes or any other brand's, on and from the vehicle.

**3.18.** It is the user's responsibility to check the level of charging or battery percentage in the electric vehicle and to ensure that it is adequate for the ride before initiating operation of the electric vehicle.

**3.19.** 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 the Provider.

**3.20.** The Users shall undertake full responsibility for their belongings. ETM Bikes shall not be held responsible for such loss or damage to such belongings under any circumstances.

**3.21.** The Users shall not use the vehicle for the purpose of political rallies, protest, campaign, agenda or any other activities in furtherance of political rallies, protest, campaign etc.

**3.22.** The Users shall not use the Vehicle for participating in any motor racing events or other competitions.

**3.23.** When using the Applications or Services, User agrees to comply with all laws applicable in the jurisdiction(s) in which the users are using the Applications, and in which the User's ride originates, terminates, and traverses.

#### **4. In case of theft/damage/loss of vehicle.**

**4.1.** ETM Bikes is not responsible for any accident and/or injury caused to the driver and/or any of the passengers due to personal negligence or negligence of the driver or negligence of any third party. If an accident occurs, FIR/NOC will be required from the User. Additionally, the driver's original driving license will be held for insurance claiming purposes, which will be returned after about 30 days depending on the insurance claim formalities.

**4.2.** In the event of theft of the Vehicle or any component / part thereof, the User must report the incident to the Provider 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.

**4.3.** If there is any damage to the vehicle of the user or any third party to which user had granted access to drive the vehicle, ETM Bikes can charge the amount equal to the cost of the bike / cost of repairing the bike and additionally the loss of revenue caused due to such damages and additionally, the transportation charges for the vehicle or any other additional cost that may be incurred to ETM Bikes.

**4.4.** The User undertakes the responsibility of any damage, theft, loss of property or any part thereof involving the vehicle during his/her custody. Any expenses incurred for repairing or replacing the Vehicle for such damages, theft, or loss shall be borne solely by the User.

**4.5.** The User shall be responsible for the costs related to the repair, recovery, and loss of any vehicle resulting from any of the foregoing, up to the current damage fee, as set forth in the Annexure of this agreement (if such costs are because of the fault of the User or if the fault is not directly established to any other person/entity, or where any cost is not paid/reimbursed by the insurer of Company vehicles or the insurer of the other vehicle involved in the accident).

**4.6.** 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 ETM Bikes without any undue delay within one hour of such incident. The User shall also report in writing, the entire events in detail regarding such an 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 cooperate with ETM Bikes in obtaining the following information:

**4.6.1.** Date, time, and place of incident;

**4.6.2.** The license plate numbers of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);

**4.6.3.** The names, addresses, and driver's license numbers of the persons involved in the incident;

**4.6.4.** The name, address, and license number of the owner of the vehicle (if he or she is not the

driver);

**4.6.5.** The name, addresses, and phone number of witnesses, passengers, and any other involved persons;

**4.6.6.** Circumstances of the incident describing immediate surrounding environment and car position prior to the incident;

**4.7.** If it is determined that losses will exceed the insurance coverage of the vehicle, the user will be responsible for excess charges. In case of annulment of the Insurance policy due to user's negligence, rash driving or any such incident, the user has to pay the showroom repair cost of the vehicle.

**4.8.** The User shall cooperate with the Provider and any other claims adjustment service in order to obtain findings in relation to any incident / accident involving the Provider's Vehicle during the course of its use by the User. The User shall cooperate fully with ETM Bikes in the investigation and defense of any claims or lawsuit by or against ETM Bikes. The User's accounts may be suspended until such investigation has been concluded.

**4.9.** 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 ETM Bikes will be solely borne by such User. In case of any damage to the Vehicle during the course of its use by the User, ETM Bikes shall be entitled to charge an amount equal to cost of repairing the Vehicle, to the extent that is not covered by the insurers and additionally, the loss of revenue, if any to ETM Bikes, as a result thereof.

**4.10.** Liability protection ( if the vehicles are insured ) applies only to claims of third party bodily injury, death or property damage, other than to the vehicle, arising from the use of the vehicle as permitted by this agreement and applicable law. Such protection excludes any claim made by the user or the user's immediate family members who live with the member or are travelling with the member at the time of the incident.

**4.11.** This Agreement is intended for the benefit of User and Provider and no other party may claim rights hereunder, whether as a third-party beneficiary or otherwise. Under no circumstances will the Provider be liable to any third party for indirect, incidental, special or consequential damages arising from or related to this agreement or use of vehicle and service.

## **5. Indemnity & Liability:**

**5.1.** The User shall indemnify, keep indemnified and hold the Provider harmless and its directors, officers, employees, agents and representatives from and against any action, suits, complaints, proceedings, damages, losses, costs, expenses (including reasonable attorney's fees and court costs), fines, penalties, claims, counterclaims, actions or liabilities incurred or suffered by ETM Bikes and/or of its directors, officers, employees agents and representatives in any manner as a result of:

**5.1.1.** 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; and

**5.1.2.** Any act or omission of the User that results in personal injury (or death) or tangible or intangible property damage (including loss of use) to any third-party.

**5.2.** The User hereby acknowledges that under no circumstances shall the Provider be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from

5.2.1.1. the provision of the Services, or

5.2.1.2. the User's use of or inability to use the Services.

**5.3.** It is agreed that all risks associated during the custody of the vehicle are with the User. Further, it is more specifically agreed that in cases where a vehicle is used in a manner which is not permitted under law or is in violation of any law, User should assume absolute liability and indemnify the owner from all statutory and other liabilities cast upon him.

**5.4.** A Company shall not be liable to refund the unused hours in the event when the User meets with an accident (intentionally or unintentionally and shall not be liable for any further costs borne by the User as a consequence of the accident/breakdown.

**5.5.** If the User exceeds the speed limit set as per the traffic rules or any other laws, ETM Bikes shall not protect the User from any loss or damage to the vehicle, and the User shall personally be liable for all the loss or damages caused.

**5.6.** The total liability of ETM Bikes under these terms and conditions shall in no event exceed the total Fees paid by the User in relation to the Services.

## **6. Disclaimers**

**6.1.** Electric Bikes can be dangerous to use. The user or consumer assumes all risk of personal injuries, damage, or failure of the bicycle or system and all other losses or damages to themselves and others and to any property arising out of or as a result of using the bicycle.

**6.2.** The user agrees and acknowledges that electric vehicles may not be available at all times. Electric vehicles require periodic charging of batteries in order to operate.

**6.3.** The level of charging or battery percentage remaining in the electric vehicle will decrease with use of the electric vehicle (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the electric vehicle may decrease (or cease in their entirety).

**6.4.** The level of charging or battery percentage in the electric vehicle at the time the User initiates the rental or operation of an electric vehicle is not guaranteed and will vary with each rental use.

**6.5.** The rate of loss of charging or battery percentage during the use of the electric vehicle is not guaranteed and will vary based on the E-vehicle, road conditions, weather conditions and/or other factors.

**6.6.** The provider does not guarantee the distance and/or time that the user may operate any electric vehicle before it loses charging or battery percentage completely. The electric vehicle may run out of charging or battery percentage and cease to operate at any time during the rental of the electric vehicle, including before reaching the desired destination.

**6.7.** The correct end of the booking process varies depending on the locality and vehicle. If the vehicle is left, although the rental process is not completed, the booking continues to be charged to the User. In case the User is not able to end the booking, the Service Center must be contacted immediately.

**6.8.** ETM Bikes has and reserves the right to investigate and prosecute violations of any of the provisions of this Agreement as it sees fit and to the fullest extent of the law.

**6.9.** Any person who has provided ETM Bikes with false info or whose representations are determined to be false will be prohibited to avail any service from ETM Bikes. Including but not limited to, User's name, address, and age or identification id.) will be barred from using the provider's services.

## **7. Return of Vehicle**

**7.1.** The vehicle shall be returned along with all the accessories at the date and time mentioned at the time of booking without any damage or making any changes to the vehicle. Failure to do so would attract a penalty based on the delay / damage.

**7.2.** The vehicle shall be returned to an authorized location of ETM Bikes. The authorized location may or may not be the same as pickup location as ETM Bikes may allow a user to pick up the vehicle from the location of the earlier user of the vehicle.

**7.3.** If in case the vehicle is not returned to an authorized location of ETM Bikes, the User shall be required to pay the cost of returning the vehicle or the transportation fee. In addition, in some cases, the pick up location may be out of service, permanently or temporarily, in which case, it is the user's obligation to transport the vehicle to authorized location of ETM Bikes or ETM Bikes's Office Address, whichever is nearest and convenient to the user.

## **8. Cancellation and refund.**

**8.1.** All bookings made through the Website / App / Phone shall be cancelled through the same. The User may also cancel bookings by calling our 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, the user shall be intimidated regarding the confirmation of his / her request to cancel the booking.

**8.2.** The User needs to pay the Security Deposit if applicable and which is refundable after adjusting with the negative balance or dues.

**8.3.** The user can add money or pay the money through the ETM Bikes App/ Website or Wallet; No refund will be provided for added balance in ETM 's Wallet account/ eCash/Active Saver Packs or any other promotional balance or offers.

**8.4.** The user will be given a refund in the case when a booking is cancelled by the Provider due to unavailability of vehicles. At times when the provider is unable to provide a vehicle for a booking due to reasons such as accident, damage, service, late handover by previous user etc.; they will process a full refund of the entire amount of the booking back to the original method of payment. The refund will be processed within a maximum time frame of 8-15 working days.

**8.5.** ETM Bikes is not liable to reimburse any expenses borne by a user due to cancellation of any third party associated plans that are not connected with ETM Bikes or the services provided by us; due to any vehicle breakdown, accident, damage or issues caused due to the vehicle or service.

**8.6.** In case of any wrongful deductions from the provider's end and/or where the User feels they have been charged wrongly for any ride, the user is required to raise a query through our website / app or helpline number. ETM Bikes reserves the right to process refunds based on due internal investigation and verification of such claims. On successful investigation, such refunds will be processed within a period of 8-15 working days.

**8.7.** Promo codes ("Discounts")(if available and applicable) are one time offers and can only be redeemed via the app. Eleric Automotive private Limited ("Provider") reserves the right to modify or cancel discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non transferable and may not be resolved.

**8.8.** Users shall not receive any refunds in case the booking is cancelled or modified by the user without prior consent of ETM Bikes .

**9. TERMS SPECIFIC TO "LONG TERM RENTALS INCLUDING BUT NOT LIMITED TO DAILY, WEEKLY AND MONTHLY RENTALS": ALL THE TERMS AND CONDITIONS UNDER CLAUSE 9 ARE SUBJECTED TO LONG TERM RENTALS IN ADDITION TO EVERY OTHER CLAUSE AS STATED UNDER THIS AGREEMENT.**

**9.1. Reservations:**

**9.1.1.** Provided that the User agrees to the Terms and Conditions and the price list, etc. as set forth, the User can, make reservations by specifying in advance the class of the Vehicle, the commencement date and time of rental, the renting place, the period of rental (minimum 30 days in case of monthly rental), the returning place, and other rental conditions ("Renting Conditions").

**9.1.2.** Upon receipt of the reservation from the User, ETM Bikes shall comply, in principle, with such reservation to the extent that the Vehicle is available for such rental within the vehicles in possession of ETM Bikes

**9.1.3.** There is no right of revocation for bookings made exclusively by means of telecommunication (e.g. via a homepage, app, e-mail, telephone, etc.).

**9.1.4.** If the Agreement of the anticipated Vehicle is not executed as a result of any occurrence of an accident, theft, non-return, a recall, or natural disaster or any other event, which is not attributable to the User or ETM Bikes , the reservation shall be deemed to have been cancelled. In such case, ETM Bikes shall return to the User the reservation charges (if received any).

**9.1.5.** ETM Bikes reserves the right to remotely immobilise the vehicle or even cancel the rental plan,



if found that the user is in breach of any of the terms of this agreement or if there is delay in the payment by the user's end. The vehicle may be restarted on the sole discretion of ETM Bikes only after the pending payment is received or the user assures ETM Bikes that there would not be any further breach of terms of this agreement in the future.

**9.2. Documents to be provided when collecting the vehicle:**

**9.2.1.** During handover of the vehicle, the User must provide an identity card for verification (specifically, Adhaar card) and a copy of driving license valid in the current state of the use of the vehicle. The procured documents will remain in the possession of the Provider till the vehicle is returned by the User.

**9.2.2.** If the User is unable to produce said documents when the vehicle is handed over, ETM Bikes will cancel the rental contract; in any such cases the User shall have no claim for non-performance.

**9.2.3.** A security deposit shall be paid to Provider by the User, Before booking any ride through the website or the app, as a security for the safety of the vehicle as well as other legal compliances by the User, of all the terms, covenants, and conditions of this Lease to be kept and performed by User during the term hereof. If User defaults with respect to any provision of this Agreement, including but not limited to the provisions relating to the payment of rental charges, Provider may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any pending rental charge or any other sum in default, or for the payment of any amount which the Provider may spend or become obligated to spend by reason of User's default, or to compensate the Provider for any other loss or damage which the provider may suffer by reason of User's default

**9.3. Fee Policy & Taxes:**

**9.3.1.** Rental charges will be applicable on a monthly basis. The user agrees to book the vehicle for a period of minimum 30 days in case of monthly plan.

**9.3.2.** The user agrees to pay the rental in advance against the booking of the vehicle. The advance payment shall be non-refundable, in case the user terminates the monthly rental plan before 30 days. In case of renewal of any rental plan, the user agrees to make the payment as per new rental in advance.

**9.3.3.** The rental charge is the price for the use of the Vehicle under the Terms and Conditions agreed upon at the time of the Agreement. All charges are exclusive of GST unless specified. ETM Bikes retains the right to amend the rental rates at any point of time.

**9.3.4.** In case of the period of 30 days getting extended, the user will be charged on a pro-rata (proportional) basis for such an additional number of days.

**9.3.5.** The user can, at his/her own discretion, insure his/her ride, Third party as well as the pillion (Full Insurance) by opting for a nominal insurance fee from the App/ Website before booking every ride ( if only such insurance option is available ). Insurance charges would be included in the sum total, if the user wishes to opt for it.

**9.3.6.** In case the User wishes to renew the Rental agreement, he/she can do so by paying the rental charges as applicable for the next month (30 days).

**10. Website Terms and Conditions all the terms and conditions under clause 10 are specifically subjected to the use of our website in addition to every other clause as stated under this agreement.**

These Website Standard Terms and Conditions (these "Terms" or these "Website Standard Terms and Conditions") contained herein on this webpage, shall govern your use of this website [website Address], including all pages within this website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions.

### **10.1. Intellectual Property Rights**

**10.1.1.** Other than content you own, which you may have opted to include on this Website, under these Terms, ETM Bikes and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

**10.1.2.** This Site features logos, brand identities and other trademarks and service marks (collectively, the "Marks") are the property of, or are licensed to Eleric Automotive Private Limited and its subsidiaries. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark displayed on this Site without prior written permission of Eleric Automotive Private Limited and/or any such third party(s) that may own a Mark displayed on the Site.

### **10.2. Restrictions**

You are expressly and emphatically restricted from all of the following:

**10.2.1.** Selling, sublicensing and/or otherwise commercializing any Website material.

**10.2.2.** Publicly performing and/or showing any Website material;

**10.2.3.** Using this Website in any way that is, or may be, damaging to this Website;

**10.2.4.** Using this Website in any way that impacts user access to this Website.

**10.2.5.** Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;

**10.2.6.** Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;

**10.2.7.** Using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and ETM Bikes may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

### **10.3. Limitation of liability**

In no event shall ETM Bikes, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and ETM Bikes, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

### **10.4. Indemnification**

You hereby indemnify to the fullest extent ETM Bikes from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **11. Application License all the terms and conditions under clause 11 are specifically subjected to the use of our mobile application in addition to every other clause as stated under this agreement.:**

**11.1.** Subject to User's compliance with this Agreement, ETM Bikes grants the User a limited non-exclusive, non-transferable license to download and install a copy of the Application on any mobile device or computer that the User owns or controls and to run the Application solely for their own personal use. ETM Bikes reserves all rights in and to the Application not expressly granted to the User under this Agreement.

**11.2.** In connection with the use of the Application and the Provider's Services, the user agrees that he/she shall not:

**11.2.1.** License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or

make available to any third party the Services or the Application in any way, except as expressly



permitted in these Terms of Use;

**11.2.2.** Modify or make derivative works based upon the Services or the Application;

**11.2.3.** Create Internet “links” to the Service or “frame” or “mirror” any Application on any other server

or wireless or Internet-based device;

**11.2.4.** Reverse engineer or access the Application in order to

11.2.4.1. Build a competitive product or service,

11.2.4.2. Build a product using similar ideas, features, functions or graphics of the Services or Application, or

11.2.4.3. Copy any ideas, features, functions or graphics of the Services or Application,

**11.2.5.** Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or Application.

**11.3.** The Users must not:

**11.3.1.** Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

**11.3.2.** Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights;

**11.3.3.** Send or store material containing software viruses, worms, Trojan horses or other harmful

computer code, files, scripts, agents or programs;

**11.3.4.** Interfere with or disrupt the integrity or performance of the Application or Services or the data contained therein; or

**11.3.5.** Attempt to gain unauthorized access to the Application or Services or its related systems or networks.

## **12. Data Collection and Privacy Policy**

Please read our Privacy Policy to understand what information we collect about you and how the said information is used by us. We further advise you to read carefully our cookie policy (attach link to the same).

## **13. Representations & Warranties:**

**13.1.** User hereby represents, warrants and covenants that all information provided by it is true and correct and that no misinterpretations or misleading statements have been made. The user further represents, warrants and covenants that it satisfies the eligibility criteria set out in this agreement, has all requisite competence, power and authority to accept the terms and conditions and to perform its obligations hereunder and it will perform its obligations and fulfil its responsibilities under these terms and conditions in a manner that complies with applicable laws.

**13.2.** By using any of the Applications or ETM Bikes 's Services, the user expressly represents and warrants that he is legally entitled to enter this Agreement. If the User resides in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, the user must abide by such age limits and must not use the Applications and/or Services.

**13.3.** Without limiting the foregoing, the Services and Applications are not available to minors (persons under the age of 18) under any circumstances. By using the Application or the Service, the User represents and warrants that he/she has the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

**13.4.** User's participation in using the Services and/or any of the Applications is for the user's sole, personal use. The User may not authorize others to use their user account with ETM Bikes and shall not assign or otherwise transfer their user account to any other person or entity.

**13.5.** When using the Applications or Services, User agrees to comply with all laws applicable in the

jurisdiction(s) in which the users are using the Applications, and in which the User's ride originates, terminates, and traverses.

#### **14. Termination**

**14.1.** ETM Bikes reserves the right to terminate the user's access to any of the services provided and/or stop/control the user's ability to use the Services, if found that the user is in breach of any of the terms of this agreement.

**14.2.** The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the Parties..

#### **15. Miscellaneous**

##### **15.1. Force Majeure**

In the event where the performance of the services are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority whatsoever, which are beyond the reasonable control of ETM Bikes to be prevented by reasonable precautions then shall be excused from such performance to the extent of and during the period of such Force Majeure Event.

##### **15.2. Exclusivity**

ETM Bikes shall exclusively commission, manage, operate and maintain the Bikes . ETM Bikes shall also claim the insurance in case of theft or accident of the bike(s). The bike shall be marketed and advertised as the ETM Bikes brand and shall be displayed on the app for bike sharing service to build the Bike rental market. The leasing, usage and placement rights of the bike shall be exclusively reserved by ETM Bikes . ETM Bikes shall also hold exclusive rights of renting these Bikes to its customers as well as proposed customers under the terms and conditions mentioned in this agreement. ETM Bikes also reserves the right to establish and change the prices of the leasing scheme and Lease Rentals anytime on launch of subsequent offers of similar nature, which shall not affect any agreement already signed.

##### **15.3. Non-waiver**

Any provision of this agreement may be amended if and only if such amendment is in writing and signed, in the case of an amendment by each party, or in the case of a waiver, by the party against whom the waiver is to be effective.

##### **15.4. Entire agreement**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party here to. This agreement, the applicable terms and conditions, annexure, schedules and amendments thereto shall be construed as a single document and read together.

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

##### **15.5. Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that

any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transaction and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

**15.6. Governing Law & Jurisdiction:**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of India, excluding principles of conflicts of laws. For every dispute regarding this Agreement:

**15.6.1.** The prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled;

**15.6.2.** Each party consents to the jurisdiction of the courts in Patna, Bihar, India and agrees that those courts have personal jurisdiction over each party; and

**15.6.3.** The parties must submit the dispute to mandatory Arbitration by a sole arbitrator, appointed by the provider to conduct the arbitration process. The parties agree that any dispute will be first subject to arbitration. Every arbitration must be completed within 6 months of the date when the initial notice demanding arbitration was provided by any party. If, for any reason, the dispute is not resolved through arbitration within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

**15.7. Assignment**

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 written consent of ETM Bikes shall be void and of no force and effect. ETM Bikes 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 another entity in connection with a corporate transaction or otherwise.

**15.8. Further Assurance**

Each party shall promptly execute and deliver all such documents, and do all such things, as the other party may from time to time reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

**15.9. Amendments**

ETM Bikes reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or the ETM Bikes platform at any time, effective upon posting of an updated version of this Agreement on the Services or Applications. The user is responsible for regularly reviewing this Agreement. Continued use of the Services or Applications after any such changes shall constitute User's consent to such changes.

**15.10. Whole Agreement**

This agreement and the documents referred to or incorporated in it or executed contemporaneously with it, constitute the whole agreement between the parties relating to the subject matter of this agreement, and supersede any previous arrangement, understanding or agreement between them relating to the subject matter that they cover. The "Privacy Policy" or any other separate Policy shall be a separate agreement and will not constitute a part of this agreement.

Instances	Charges
1. Traffic & Parking violations	Full fine amount to be borne by the User.
1. User is found drunk at the time of dropping the vehicle or at the time of driving.	Rs. 1000/- + damages (if any)
2. Failure to drop the vehicle at the authorized drop location	Rs. 1500/-
3. Any Vehicle damage or loss of part or scratches/dents.	Rs. 1000/- Damage charges or Actual bill amount raised by authorized dealer or repair shop, whichever is higher.
4. Number plate found damaged	Rs. 500/-
5. Lost key(s) and/or Remote(s)	Rs. 500/- per key and 1000 per remote.
6. Loss/damage/tampering of Vehicle Tracking System, Odometer, Speedometer, Fuel gauge or any other measurement instruments	Rs. 5000/- Damage charges or Actual bill amount raised by authorized dealer or repair shop, whichever is higher.
7. Mirror lost / damage	Rs. 500/- per mirror