

TERMS & CONDITIONS

Welcome to our mobile application and / or our website.

These terms and conditions of use ("Terms of Use") of the **DAFY ONLINE** website and mobile app, is a legal agreement ("Agreement") between DAFY ONLINE Private Limited ("DAFY ONLINE"), a private limited company registered under the laws of India having its registered office at 34/192C, Melthara lane, Padivattom, Edappally, Ernakulam, Kerala – 682024, and yourself/yourselves. If you continue to browse the website and/or use the mobile application you are agreeing to comply with and be bound by the Terms of Use.

If you do not agree with the Terms of Use, please do not access and use this Website / Application (as hereinafter defined).

DEFINITIONS:

For the purposes of the Terms of Use and Privacy Policy:

"DAFY ONLINE", "we", "our" and "us" shall mean DAFY ONLINE Private Limited;

"You", yourself / yourselves and "your" shall mean a User, who meets the eligibility criteria set out below;

"Application" shall mean the application supplied by DAFY ONLINE and downloaded and installed by you on your single mobile device (smart phone);

"Driver" or "Drivers" shall mean the driver engaged by you by using our Website/Application;

"Service" or "Services" shall mean the service of providing short-term private Driver solutions via the Application/Website;

"Website" shall mean the website www.dafy.in.

These Terms of Use may be modified from time to time in our sole discretion. It is your responsibility to review these Terms and Conditions from time to time. If you continue to use the Service after notice of change has been intimated or published on our Website/Application, you thereby provide your consent to the changed practices on the same terms hereof. For this reason,

we encourage you to review these Terms of Use each time you access and use the Website/Application. Most content and some of the features on the Website/Application are made available to Users free of charge. However, DAFY ONLINE reserves the right to terminate access to certain areas or features of the Website/Application at any time for any reason, with or without notice. If you are not agreeable to these Terms of Use, you may not use the Services, the Website or the Application.

SERVICES DESCRIPTION:

DAFY ONLINE provides a technology-based service which enables the hiring of drivers by commuters/ passengers for a point to point pick up and drop off Service, within city limits and outside city limits, through the Application in mobile telecommunications devices and through the Website. The Service is designed to offer you information and a means of obtaining short-term private driver solutions to coordinate point-to-point and round-trip private driver services, at your request. As a User, you authorize DAFY ONLINE to operate your vehicle and make decisions on your behalf during a period of time designated by you.

USE OF SERVICE, APPLICATION AND WEBSITE:

The Application and the Website allows you to send a request for Service to a Driver. The GPS receiver, which should be installed on the mobile device (smart phone) on which you have downloaded the Application or the Website, shall detect your location and shall send your location information to the relevant Driver. DAFY ONLINE has sole and complete discretion to accept or reject each request for providing the Service. DAFY ONLINE also has sole and complete discretion over whether to use the Application / Website to receive the leads generated through the Application / Website. If DAFY ONLINE accepts a request, the Application / Website notifies you and provides information regarding the Driver - including his name and the ability to contact the Driver by telephone or a message. The Application / Website also allow you to view the Driver's progress towards the pick-up point, in real time.

DAFY ONLINE shall undertake commercially reasonable efforts to bring you into contact with a Driver in order to avail the Services, subject to the availability of Drivers in or around your location at the moment of your request for the Services.

DAFY ONLINE itself does not provide transportation services. It is up to the User to offer transportation. DAFY ONLINE only acts as intermediary between the Driver and you. The provision of the Services by the Driver to you is, therefore, subject to the agreement (to be) entered into between the Driver and you. DAFY ONLINE shall under no circumstance be a party to such agreement. DAFY ONLINE disclaims any and all liability in respect of the Drivers including any claims of employment or any vicarious liability arising out of the Service or otherwise.

USER ELIGIBILITY AND AGREEMENT:

User means any individual or business entity/organization that legally operates in India or in other countries, and uses and has the right to use the Services provided by DAFY ONLINE. Our Services are available only to those individuals or entities who can execute legally binding contracts under the applicable law. Therefore, a User must not be a minor as per Indian Law; i.e. User(s) must be at least 18 years of age to be eligible to use our Services.

DAFY ONLINE advises its Users that while accessing the Website/Application, they must follow/abide by the applicable laws. DAFY ONLINE may, in its sole discretion, refuse the Service to anyone at any time.

This Agreement applies to all Services offered on the Website/Application, collectively with any additional terms and condition that may be applicable.

REGISTRATION:

To use the Services, you have to be registered and provide your name, contact number, email address and other details. Please see our Privacy Policy and practices to know more about how your personal information would be used.

REPRESENTATIONS AND WARRANTIES:

As a precondition to your use of the Services, you represent and warrant that:

The information you provide to DAFY ONLINE is accurate and complete. DAFY ONLINE service is only available for private cars for non-commercial purposes within the city limits as designated on our Website. Private cars for non-commercial purposes bear license plates with black lettering over white coloured background (Commercial vehicles have license plates with black lettering over yellow coloured background). You will ensure that DAFY ONLINE service is being utilized only for non-commercial purposes in a private car. DAFY ONLINE is entitled, at all times, to verify the information that you have provided and to refuse the Service or use of the Application / Website without providing reasons.

You will only access the Service using authorized means. You are responsible to check and ensure you download the correct Application for your device or the correct Website in your computer. DAFY ONLINE shall not be liable if you do not have a compatible mobile device or if you download the wrong version of the Application for your mobile device or Website for the computer. DAFY ONLINE reserves the right to terminate the Service and the use of the Application/ Website should you use the Service or Application with an incompatible or unauthorized device.

You have the legal right and authority to possess and operate the vehicle when engaging our Services and you confirm, represent and warrant that the said vehicle is in good operating condition

and meets the industry safety standards and all applicable statutory requirements for a motor vehicle of its kind.

You will be solely responsible for any and all liability which results from or is alleged as a result of the condition of your vehicle, legal compliance, etc., including, but not limited to, personal injuries, death and property damages.

You will be solely responsible for the full functionality of your vehicle. If your vehicle fails to function (electrical, mechanical or other) in any way while the Services are being availed of by you, you will be responsible for all storage fees, roadside assistance, alternate transportation and repair of any kind and neither DAFY ONLINE nor the Driver shall be responsible in any manner whatsoever. You have the legal right to designate the Driver as your agent and delegate actual authority to the Driver to operate your vehicle and make decisions on your behalf for the purposes of providing Services offered through the DAFY ONLINE platform.

You are named or scheduled on the insurance policy covering the vehicle you use when engaging our Services.

You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of your vehicle to cover any anticipated losses related to your participation in the Services or the operation of your vehicle by the Driver. In the event of a motor vehicle accident, you will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements and for all necessary contacts with your insurance provider. Other than any personal criminal liability attaching to the Driver you will be solely responsible for all consequences arising out of the use of the Service or the Driver. In any event DAFY ONLINE shall have no responsibility or liability on this account whatsoever.

You specifically authorize us to use, store or otherwise process your 'Sensitive personal data or information' (as such term is defined in Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011) in order to provide the Services to you. Subject to applicable law all information provided to us by you shall be deemed to be our information to use as we desire.

You will obey all applicable laws related to the matters set forth herein, and will be solely responsible for any violations of the same.

CANCELLATION POLICY:

DAFY ONLINE drivers will wait no more than 15 minutes from the requested trip start time, before they start the trip timer.

You may cancel the booking within 30 minutes prior to the time of journey, without any cancellation charges for all Services. The customer is liable for paying Rs 150/- charge if the trip is cancelled thereafter.

PAYMENT:

When a trip ends, DAFY ONLINE driver ends the trip on the DAFY ONLINE Companion app on his mobile device. It then calculates the total fare amount due from You and it appears on the DAFY ONLINE app on your mobile device. You may pay the amount via cash or a variety of online payment options available on the app including payment via the DAFY Wallet where You may have already pre-loaded funds. The usage of the DAFY ONLINE Wallet shall be subject to the terms and conditions of the third-party payment processor providing the mobile payment service on the App. Any payment related issue, except when such issue is due to an error or fault in the Site or Application, shall be resolved between You and the payment processor. DAFY ONLINE shall not be responsible for any unauthorized use of Your DAFY Wallet.

LIMITATION OF LIABILITY:

The information, recommendations and/or Services provided to you on or through the Website/Application are for general information purposes only and do not constitute advice. DAFY ONLINE will take reasonable steps to keep the Website/Application and its contents correct and up to date but does not guarantee that the contents of the Website/Application are free of errors, defects, malware and viruses or that the Website/Application are correct, up to date and accurate.

DAFY ONLINE shall not be liable for any damages resulting from the use of, or inability to use, the Website/Application, including damages caused by malware, viruses or any incorrectness or incompleteness of the information on the Website/Application.

DAFY ONLINE shall further not be liable for damages resulting from the use of, or the inability to use, electronic means of communication with the Website/Application, including — but not limited to — damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Without prejudice to the foregoing, and insofar as allowed under mandatory applicable law, DAFY ONLINE's aggregate liability shall in no event exceed the equivalent of the amount for the payment of the Services.

The quality of the Services requested through the use of the Application is entirely the responsibility of the Driver who ultimately provides such transportation services to you. DAFY ONLINE under no circumstance accepts liability in connection with and/or arising from the Services provided by the Driver or any acts, actions, behaviour, conduct, and/or negligence on the part of the Driver.

We shall not be held liable for any failure or delay in performing Services where such failure arises as a result of any act or omission, which is outside our reasonable control such as unprecedented circumstances, overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties ("Force Majeure").

If we have contracted to provide identical or similar Service to more than one User and are prevented from fully meeting our obligations to you by reason of an event of Force Majeure, we may decide at our absolute discretion which booking we will fulfil by providing the Service, and to what extent.

We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we shall not be held liable in the unlikely event of a breach in our secure computer servers or those of third parties other than as required under applicable law.

In the event we have a reasonable belief that there exists an abuse of vouchers and/or discount codes or suspect an instance of fraud, we may cause the User to be blocked immediately and reserve the right to refuse future Service. Additionally, should there exist an abuse of vouchers or discount codes, DAFY ONLINE reserves the right to seek compensation from any and all such Users.

DAFY ONLINE does not represent or endorse the accuracy or reliability of any information, or advertisements (collectively, the "Content") contained on, distributed through, or linked, downloaded or accessed from or contained on the Website/Application, or the quality of any products, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Service.

Offers are subject to DAFY ONLINE's discretion and may be withdrawn at any time and without notice.

INTELLECTUAL PROPERTY RIGHTS:

DAFY ONLINE is the sole owner or lawful licensee of all the rights to the Website/Application and its content. Website/Application content means its design, layout, text, images, graphics, sound, video etc. The Website/Application content embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Website/Application and its content shall remain with DAFY ONLINE.

All rights, not otherwise claimed under this Agreement or in the Website /Application, are hereby reserved. The information contained in this Website/Application is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.

You may access the Website/Application, avail of the features, facilities and Services for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Website/Application Content, features or facilities, directly or indirectly, without our prior written permission of DAFY ONLINE.

Copyright

All content on this Website/Application is the copyright of DAFY ONLINE except the third-party content and link to third party website on our Website/Application, if any.

Systematic retrieval of DAFY ONLINE content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from DAFY ONLINE is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Terms of Use is prohibited and may invite legal action. As a condition of your access to and use of Services, you agree that you will not use the Website/Application to infringe the intellectual property rights of others in any way. DAFY ONLINE reserves the right to terminate the account of a User upon any infringement of the rights of others in conjunction with use of the Service, or if DAFY ONLINE believes that User's conduct is harmful to the interests of DAFY ONLINE, its affiliates, or other Users, or for any other reason in DAFY ONLINE's sole discretion, with or without cause.

USER ACCOUNTS, OFFERS AND PROMOTIONS:

DAFY ONLINE reserves the right to collect User data including name, contact information and other details to facilitate Services or use of its platform to avail Services. All information collected from the User are on a bona fide basis. Misuse and misrepresentation of identity or contact details will lead to automatic termination of Services or the use of the platform, without prior notice to such Users.

User accounts bearing contact number and email IDs are created and owned by DAFY ONLINE. Any promotional discounts and offers accumulated can be revoked without prior notice in the event of suspicious account activity or mala fide intent of the User.

In the case where the system is unable to establish unique identity of a User against a valid mobile number or e-mail ID, the account shall be indefinitely suspended. DAFY ONLINE reserves the full discretion to suspend a user's account in the above event and does not have the liability to share any account information whatsoever.

LINKS TO THIRD PARTY SITES:

Links to third party sites are provided by the Application / Website as a convenience to Users and DAFY ONLINE does not have any control over such sites i.e., content and resources provided by them.

DAFY ONLINE may allow User's access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such third party's website. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. The Users acknowledge that DAFY ONLINE has no control over such third party's site, does not monitor such sites, and DAFY ONLINE shall not be responsible or liable to anyone for such third-party site, or any content, products or services made available on such a site.

TERMINATION:

DAFY ONLINE reserves the right to deny access to particular Users to any/all of its Services without any prior notice/explanation in order to protect the interests of DAFY ONLINE and/or other Users to the Website/Application. DAFY ONLINE reserves the right to limit, deny or create different access to the Website/Application and its features with respect to different Users.

We reserve the right to terminate your account or your access to the Website/Application immediately, with or without notice to you, and without liability: (i) if you have violated any of the Terms of Use; (ii) if you have furnished us with false or misleading information; (iii) pursuant to requests by law enforcement or other government agencies; (iv) in case of unexpected technical or security issues or problems; (v) in case of discontinuance or material modification to the Services (or any part thereof); and / or (vi) in case of interference with use of our Website/Application by others.

In the event of termination by you or us, your account will be disabled and you will not be granted access to your account or any information or content contained in your account. You will not and not attempt to create another account for accessing and using the Website/Application without the written consent of DAFY ONLINE.

This Terms of Use shall remain in full force and effect while you have an account with us. Even after termination of your account with us, certain provisions of this Terms of Use will remain in effect, including but not limited to, Intellectual Property Rights, Prohibited Uses and Indemnification. You agree that we will not be liable to you or any third party for taking any of these actions.

Notwithstanding the termination of this Agreement, you shall continue to be bound by the terms of this Agreement in respect of your prior use of this Website/Application and all matters connected with, relating to or arising from such use.

TERMS & CONDITIONS FOR USE OF SERVICES:

The following terms & conditions shall apply to Users utilising the Services offered by DAFY ONLINE:

The User shall pay the driver fare (as displayed in the DAFY ONLINE App) or as agreed to in the terms of use as listed on the Application / Website, parking charges, additional night surcharge (where applicable), one-way trips, toll charges and any fee or levy presently payable or hereinafter imposed by the law or required to be paid for availing of the Services.

The User agrees and accepts that the use of the Services provided by DAFY ONLINE is at the sole risk of the User, and further acknowledges that DAFY ONLINE disclaims all representations and warranties of any kind, whether express or implied. All Services are provided "AS IS".

The DAFY ONLINE or the Driver has the right to refuse the Service in the following circumstances:

- i. if the User is found to be in an intoxicated state or is found misbehaving with other passengers or the Driver, or is causing a nuisance;
- ii. if the User is misusing, soiling or damaging any of the devices (technical/non-technical) of the Driver; and

- iii. if the User asks the Driver to break any traffic/RTO/city police and/or government rules for any purpose The Driver has the right to refuse such a request by the User.

Without prejudice to the above, DAFY ONLINE makes no representation or warranty that:

the Services will meet the User's requirements; and the Services will be uninterrupted, timely, secure, or error-free.

The information on this Website/Application is provided "AS IS" with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the Users. In no event shall DAFY ONLINE be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the Service. Users of this site must hereby acknowledge that any reliance upon any content shall be at their sole risk.

DAFY ONLINE is hereby authorized to use the location-based information provided by any of the telecommunication companies when the User uses the mobile phone to make a booking. The location-based information will be used only to facilitate and improve the probability of locating a Driver for the User.

DAFY ONLINE shall be entitled to disclose to any government body the particulars of the User in the possession, in its absolute discretion.

DAFY ONLINE shall be entitled at any time without giving any reason to terminate the booking of Drivers done by the User.

If the User has any complaints in respect of the Services or the use of the Driver, the User has to inform DAFY ONLINE of the same in writing within 24 hours of using the Driver or the Services.

DAFY ONLINE shall not be liable for any conduct of the Drivers. However, DAFY ONLINE encourages you to notify it of any complaints that you may have against any Driver or the Services.

INSURANCE AND DAMAGE TO PROPERTY:

We do not procure insurance for, nor are we responsible for, damage or loss of any personal belongings or intellectual property whilst providing the Services. These include tapes, records, discs or other similar audio visual or data electronic devices, any speed measuring equipment within the vehicle or any other accessories of any kind. It is your responsibility to ensure that you remove any personal belongings from the car before and after each service arranged through DAFY ONLINE.

INDEMNITY:

The User shall defend, indemnify and hold, DAFY ONLINE, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents, harmless, from and against any

and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the:

violation or breach of the Terms of Use or any applicable law or regulation, whether or not referenced herein;

violation of any rights of any third party, including the Driver via the Application and or the Website; and

use or misuse of the Application/Website or Service.

MISCELLANEOUS

The information contained in this Website/Application is for general information purposes only. The information is provided by DAFY ONLINE and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website/Application or the information, products, services, or related graphics contained on the Website/Application for any purpose. Any reliance you place on such information is, therefore, strictly at your own risk.

In no event will we be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Website/Application or Service.

Every effort is made to keep the Website/Application up and running smoothly. However, DAFY ONLINE takes no responsibility for, and will not be liable for, the Website/Application being unavailable due to technical issues beyond our control.

The above-mentioned Terms of Use and the Privacy Policy constitute the entire agreement between the User and DAFY ONLINE with respect to access to and use of the Website/ Application and the Services offered by DAFY ONLINE, superseding any prior written or oral agreements in relation to the same subject matter herein.

JURISDICTION:

The courts of Ernakulam, Kerala, India shall have the sole and exclusive jurisdiction in respect of any matters arising from the use of the Services offered by DAFY ONLINE or the Terms of Use or any arrangement between DAFY ONLINE and the User.