

—Petrolink oriksha Pvt. Ltd. Private Limited

# Terms and Conditions

PUNE, MAHARASHTRA, INDIA

## 1. CONTRACTUAL RELATIONSHIP

These Terms of Use (“Terms”) govern the access or use by you, an individual, of applications, websites, content, products, and services (the “Services”) made available by Petrolink oriksha Pvt. Ltd. Private Limited (“Petrolink oriksha Pvt. Ltd.”) a private limited liability company established in India, having its registered office at 303 Sankalp heights, near Suvidha angan, Narhe, Pune, 411041, Maharashtra and having a place of business at the same address with Corporate Identification Number U52291PN2023PTC226779 PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Petrolink oriksha Pvt. Ltd. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Petrolink oriksha Pvt. Ltd. may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. Petrolink oriksha Pvt. Ltd. may amend the Terms related to the Services from time to time. Amendments will be effective upon Petrolink oriksha Pvt. Ltd.’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Our collection and use of personal information in connection with the Services is as provided in Petrolink oriksha Pvt. Ltd.’s Privacy Policy located at <https://www.petrolinkoriksha.com/legal>. Petrolink oriksha Pvt. Ltd. may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute, or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

## **2. THE SERVICES**

The Services constitute (a) the technology platform that enables users of Petrolink oriksha Pvt. Ltd.'s mobile applications or websites (each, an "Application") to arrange and schedule transportation and/or logistics services with independent third-party providers of such services, including independent third-party transportation providers and independent third-party logistics providers under an agreement with Petrolink oriksha Pvt. Ltd. and/or certain of Petrolink oriksha Pvt. Ltd.'s affiliates ("Third-Party Providers") (ii) support services to the users of the Applications in relation to, among others, payment facilitation, sharing trip related details, resolving issues/queries/complaints/support tickets, arranging pickup facility for airports or such other places and other similar support services and (iii) services of ride pass offered to the users of the Applications. Ride pass enables the users to avail the benefit of discounted rides as offered by Petrolink oriksha Pvt. Ltd. from time to time.

Unless otherwise agreed by Petrolink oriksha Pvt. Ltd. in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT PETROLINK ORIKSHA PVT. LTD. DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY PETROLINK ORIKSHA PVT. LTD. OR ANY OF ITS AFFILIATES.

### **LICENSE.**

Subject to your compliance with these Terms, Petrolink oriksha Pvt. Ltd. grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) access and use the Applications on your device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Petrolink oriksha Pvt. Ltd. and Petrolink oriksha Pvt. Ltd.'s licensors.

### **RESTRICTIONS.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Petrolink oriksha Pvt. Ltd. (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law (iv) link to, mirror or frame

any portion of the Services (v) cause or launch any programs or scripts to scrape, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## **PROVISION OF THE SERVICES.**

You acknowledge that portions of the Services may be made available under Petrolink oriksha Pvt. Ltd.'s various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as "Petrolink oriksha," "Petrolink ocar". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Petrolink oriksha's subsidiaries and affiliates; or (ii) independent Third-Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

## **THIRD-PARTY SERVICES AND CONTENT.**

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Petrolink oriksha Pvt. Ltd. does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Petrolink oriksha Pvt. Ltd. does not endorse such third-party services and content and in no event shall Petrolink oriksha Pvt. Ltd. be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc. and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, and Android, devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service. OWNERSHIP. The Services and all rights therein are and shall remain Petrolink oriksha Pvt. Ltd.'s property or the property of Petrolink oriksha Pvt. Ltd.'s licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Petrolink oriksha Pvt. Ltd.'s company names, logos, product and service names, trademarks or services marks or those of Petrolink oriksha Pvt. Ltd.'s licensors.

### **3. YOUR USE OF THE SERVICES**

#### **USER ACCOUNTS.**

To use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Petrolink oriksha Pvt. Ltd. certain personal information, such as your name, address, mobile phone number, and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Petrolink oriksha Pvt. Ltd.’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Petrolink oriksha Pvt. Ltd. in writing, you may only possess one Account.

#### **USER REQUIREMENTS AND CONDUCT.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### **TEXT MESSAGING.**

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt- out of receiving text (SMS) messages from Petrolink oriksha Pvt. Ltd. at any time by sending an email to petrolinkoriksha@gmail.com indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

## **PROMOTIONAL CODES.**

Petrolink oriksha Pvt. Ltd. may, in Petrolink oriksha Pvt. Ltd.'s sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third-Party Provider's services, subject to any additional terms that Petrolink oriksha Pvt. Ltd. establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Petrolink oriksha Pvt. Ltd. (iii) may be disabled by Petrolink oriksha Pvt. Ltd. at any time for any reason without liability to Petrolink oriksha Pvt. Ltd. (iv) may only be used pursuant to the specific terms that Petrolink oriksha Pvt. Ltd. establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Petrolink oriksha Pvt. Ltd. reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Petrolink oriksha Pvt. Ltd. determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## **USER PROVIDED CONTENT.**

Petrolink oriksha Pvt. Ltd. may, in Petrolink oriksha Pvt. Ltd.'s sole discretion, permit you from time to time to submit, upload, publish, or otherwise make available to Petrolink oriksha Pvt. Ltd. through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Petrolink oriksha Pvt. Ltd, you grant Petrolink oriksha Pvt. Ltd. a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Petrolink oriksha Pvt. Ltd.'s business and on third-party sites and services), without further notice to or consent from you, and the requirement of payment to you or any other person or entity. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents, and releases necessary to grant Petrolink oriksha Pvt. Ltd. the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Petrolink oriksha Pvt. Ltd.'s use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is

defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Petrolink oriksha Pvt. Ltd. in its sole discretion, whether or not such material may be protected by law. Petrolink oriksha Pvt. Ltd. may, but shall not be obligated to, review, monitor, or remove User Content, at Petrolink oriksha Pvt. Ltd.'s sole discretion and at any time and for any reason, without notice to you.

## **NETWORK ACCESS AND DEVICES.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Petrolink oriksha Pvt. Ltd. does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **4. PAYMENT**

You understand that use of the Services may result in charges to you for the services or goods you receive from Petrolink oriksha Pvt. Ltd. and/or a Third Party Provider ("Charges"). After you have received services or goods obtained through your use of the Services, Petrolink oriksha Pvt. Ltd. will facilitate your payment of the applicable Charges received on behalf of the Third-Party Provider as such Third-Party Provider's limited payment collection agent. Payment of such Charges in such manner shall be considered the same as payment made directly by you to the Third-Party Provider. All Charges will be inclusive of applicable taxes where required by law. Petrolink oriksha Pvt. Ltd. reserves the right to charge you amounts for, among others, applicable tolls, fees and charges incurred for the provision of services by the Third-Party Providers, charges for the Services, pickup facility provided at various places, each along with applicable taxes (including but not limited to GST). Please note that Petrolink oriksha Pvt. Ltd. shall determine the city in which your trip commences as your address on record of Petrolink oriksha Pvt. Ltd., wherever available. Charges paid by you are final and non-refundable unless otherwise determined by Petrolink oriksha Pvt. Ltd.. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you receive such services or goods. Petrolink oriksha Pvt. Ltd. will respond accordingly to any request from a Third-Party Provider to modify the Charges for a particular service or good. All Charges are due immediately and payment will be facilitated by Petrolink oriksha Pvt. Ltd. using the preferred payment method designated in your Account, after which Petrolink oriksha Pvt. Ltd. will send you a receipt by email. If your primary Account

payment method is determined to be expired, invalid, or otherwise not able to be charged, you agree that Petrolink oriksha Pvt. Ltd. may use a secondary payment method in your Account, if available. As between you and Petrolink oriksha Pvt. Ltd., Petrolink oriksha Pvt. Ltd. reserves the right to establish, remove, and/or revise the Charges for any or all services or goods obtained through the use of the Services at any time in Petrolink oriksha Pvt. Ltd.'s sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Petrolink oriksha Pvt. Ltd. will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Petrolink oriksha Pvt. Ltd. may from time to time provide certain users with promotional offers, subscriptions, and discounts that may result in discounted amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers, subscriptions and discounts unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third-Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. This payment structure is intended to compensate the Third-Party Provider and Petrolink oriksha Pvt. Ltd. for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, Petrolink oriksha Pvt. Ltd. does not designate any portion of your payment as a tip or gratuity to the Third-Party Provider. Any representation by Petrolink oriksha Pvt. Ltd. (on Petrolink oriksha Pvt. Ltd.'s website, in the Application, or Petrolink oriksha Pvt. Ltd.'s marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Petrolink oriksha Pvt. Ltd. provides any additional amounts, beyond those described above, to the Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third-Party Provider.

## REPAIR OR CLEANING FEES.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from the use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Third-Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Petrolink oriksha Pvt. Ltd. in Petrolink oriksha Pvt. Ltd.'s reasonable discretion, Petrolink oriksha Pvt. Ltd. reserves the right to facilitate payment for the reasonable cost of such Repair or

Cleaning on behalf of the Third-Party Provider using your payment method designated in your Account. Such amounts will be transferred by Petrolink oriksha Pvt. Ltd. to the applicable Third-Party Provider and are non-refundable.

## **5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.**

### **DISCLAIMER.**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” PETROLINK ORIKSHA PVT. LTD. DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, PETROLINK ORIKSHA PVT. LTD. MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PETROLINK ORIKSHA PVT. LTD. DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY.**

PETROLINK ORIKSHA PVT. LTD. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF PETROLINK ORIKSHA PVT. LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PETROLINK ORIKSHA PVT. LTD. SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF PETROLINK ORIKSHA PVT. LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PETROLINK ORIKSHA PVT. LTD. SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PETROLINK ORIKSHA'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD-PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED



THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL PETROLINK ORIKSHA PVT. LTD'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500). PETROLINK ORIKSHA'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT PETROLINK ORIKSHA PVT. LTD. HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## INDEMNITY.

You agree to indemnify and hold Petrolink oriksha Pvt. Ltd. and its officers, directors, employees, and agents harmless from any claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Petrolink oriksha Pvt. Ltd.'s use of your User Content; or (iv) your violation of the rights of any third-party, including Third Party Providers.

## **6. GOVERNING LAW; ARBITRATION.**

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India. Any dispute, conflict, claim, or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings in terms of the Indian law. If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under the Indian laws, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 ("Act"). The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the Act. The place of both mediation and arbitration shall be India. The language of the mediation and/or arbitration shall be English unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, any correspondence from the mediator, and correspondence, orders, and awards issued by the sole arbitrator, shall

remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

## **7. OTHER PROVISIONS**

### **CLAIMS OF COPYRIGHT INFRINGEMENT.**

Claims of copyright infringement should be sent to Petrolink oriksha Pvt. Ltd.'s designated agent. Please visit Petrolink oriksha Pvt. Ltd.'s web page at <https://www.Petrolinkoriksha.com/legal> for the designated address and additional information. NOTICE. Petrolink oriksha Pvt. Ltd. may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Petrolink oriksha Pvt. Ltd. by written communication to Petrolink oriksha Pvt. Ltd.'s address as mentioned above GENERAL. You may not assign or transfer these Terms in whole or in part without Petrolink oriksha Pvt. Ltd.'s prior written approval. You give your approval to Petrolink oriksha Pvt. Ltd. for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Petrolink oriksha Pvt. Ltd.'s equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Petrolink oriksha Pvt. Ltd. or any Third-Party Provider as a result of the contract between you and Petrolink oriksha Pvt. Ltd. or use of the Services. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity, and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid, and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replace and supersede all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

## **PETROLINK ORIKSHA PVT. LTD. GUIDELINES FOR LAW ENFORCEMENT AUTHORITIES**

The following guidelines are intended to inform law enforcement about the legal process for seeking records from Petrolink oriksha Pvt. Ltd. These are merely guidelines, and this information may change at any time. For private party requests, including requests from civil litigants and criminal defendants, we recommend browsing Guidelines for Third Party Data Requests.

### **WHAT IS PETROLINK ORIKSHA PVT. LTD. AND WHAT RECORDS DO WE HAVE?**

Petrolink oriksha Pvt. Ltd. is a technology company that has developed an app that connects users (riders) with driver partners who provide transportation to the user. Petrolink oriksha Pvt. Ltd. is not a transportation carrier and does not employ any drivers. Users can use the Petrolink oriksha Pvt. Ltd. App to request transportation via their smartphone, the web, or via SMS. Petrolink oriksha Pvt. Ltd. users can choose from a variety of drivers available in his or her location. At the end of the ride, both the driver-partner and the user receive a copy of the fare receipt. More information about our services is available [here](#). We store and maintain information as described in our Privacy Statements and our Terms of Use.

### **WHAT TYPE OF LEGAL PROCESS DOES PETROLINK ORIKSHA PVT. LTD. REQUIRE BEFORE PRODUCING USER OR PARTNER INFORMATION?**

For U.S. Law Enforcement We require a valid and sufficient legal process before we can disclose business records regarding partners, users, or trips. In most instances, we won't be able to provide any information without a valid subpoena, court order, or search warrant. We accept law enforcement requests via email to [petrolinkoriksha@gmail.com](mailto:petrolinkoriksha@gmail.com).

For Non-U.S. Law Enforcement: We disclose business records only in accordance with our terms of service and applicable law. A valid U.S. court order (via mutual legal assistance treaty, mutual legal assistance agreement, or letter rogatory) may be required to compel disclosure of certain records. We accept non-US requests via email to [petrolinkoriksha@gmail.com](mailto:petrolinkoriksha@gmail.com) or via personal service to the following address: Petrolink oriksha Pvt. Ltd. 303 Sankalp Heights, near Suvidha angan, Narhe, Pune, 411041, Maharashtra. Our acceptance of the legal process does not waive any legal objections Petrolink oriksha Pvt. Ltd. may have and may raise in response to the request.

## WHAT FORM OF REQUESTS DOES PETROLINK ORIKSHA PVT. LTD. REQUIRE, AND HOW ARE REQUESTS PROCESSED?

To respond to a request, we will need to receive the applicable process described above, as well as a valid return email address from an official government domain. We review each request for facial and substantive validity and will reject requests that are not facially and substantively valid. Among other things, we require requests to be narrowly tailored to a legitimate law enforcement need and will reject overly broad, vague, or unduly burdensome requests. In order to make sure your Law Enforcement Request is valid and does not seek more information than necessary, we ask for the following: A sufficiently narrow/defined time period; A specific event or action that the subject took; A specific reference (i.e., you must uniquely identify a user or driver partner) We disclose data to law enforcement when we determine that we are required to do so by law. In those instances, we will search for and disclose data that we are reasonably able to locate and retrieve.

## HOW DOES PETROLINK ORIKSHA HANDLE EMERGENCY REQUESTS?

We have a process for evaluating requests on an emergency basis where there is an emergency that involves protecting a user, driver-partner, or third party or stopping illegal activity that poses an immediate threat of death or serious bodily harm. Requestors must submit an Emergency Request Form (which can be requested through [petrolinkoriksha@gmail.com](mailto:petrolinkoriksha@gmail.com)) that describes in detail the nature of the emergency, and we review these requests on a case-by-case basis. Law enforcement can submit an emergency request by emailing [petrolinkoriksha@gmail.com](mailto:petrolinkoriksha@gmail.com) Please note that we will only review and respond to emergency requests from law enforcement, and will not respond to emergency requests sent to this address by non-law enforcement officials. Non-law enforcement officials aware of an emergency situation should immediately and directly contact local law enforcement officials.

## DOES PETROLINK ORIKSHA PVT. LTD. NOTIFY INDIVIDUALS OF A LAW ENFORCEMENT REQUEST FOR INFORMATION RELATING TO THEM.

Yes, we may notify subjects before producing their information to law enforcement, unless we are prohibited by law from doing so, or in exceptional circumstances such as emergencies. Law enforcement officials who believe that notification would jeopardize an investigation should obtain an appropriate court order or other appropriate process establishing that notice is prohibited.

## DOES PETROLINK ORIKSHA PVT. LTD. PROVIDE A CERTIFICATE OF AUTHENTICATION OR EXPERT TESTIMONY.

We may provide a certification from the custodian of our records but are not generally able to provide in-person or expert witness testimony. Law enforcement officials with questions about these guidelines should email [petrolinkoriksha@gmail.com](mailto:petrolinkoriksha@gmail.com) Please note that we will not respond to non-law enforcement inquiries received at this email address. For non-law enforcement inquiries, please see Guidelines for Third-Party Data Requests.