

## **Payment and refund policy**

The term “we” or “us” have been used below so as to mean the owner or admin of mobile application “CIAO Rides” and the term “you” shall mean user of any kind who has paid or is willing to pay for the same. The terms contained in this payment and refund policy is to administer the transaction and also to govern the rights and liabilities. By agreeing any user shall be deemed to have consented to same.

### **Payment:**

1. We offer to provide services specified therein on requisition basis in defined territory.
2. Details of charges that shall be charged for availing the services are provided in the application and same can be confirmed by communicating with us via email or phone.
3. The charges so provided are again subject to revision and it may vary owing to various circumstances.
4. The charges provided shall include any charges towards :
  - Charges for ride.
  - Service charges.
  - Transaction charges.
  - Taxation.(if applicable)
  - Cancellation charges if cancelled.
5. This application is not for earning purpose, sole reason for using this application is to share the burden by means of car or bike pooling for the mutual benefit of both rider and passenger or user. We only offer a platform for these two users to come together and share the cost of travel etc. we collect service charges only for the services of providing platform and facilitating the communication between rider and passenger.
6. Nothing contained in this terms or any other matter that is published in the application or other terms and conditions should be construed in any way that this application or services of pooling provided by this application is for commercial purpose or allows a person to earn.
7. Any payment made for services of ride under this application shall not be treated as earning or profit or income or benefit or revenue.
8. A person intending get offer ride or get a ride is to register with the application we do not collect any type of registration fees either for user or rider but reserve the right to collect in future.
9. Mode of payment of charges in the application is only through online route not cash payment or settlement is allowed in the application.
10. Therefore if user or rider makes or receives any cash payment it shall have no bearing on us.
11. Payment through this application is made by user to avail a ride and payment from the application is made to rider towards their consideration.
12. Rider is to select the payment duration by selecting from 6, 9 or 12 days payment.

- 13 As per the payment duration selected amount is to be credited into the account of the rider within 6 or 9 or 12 days from the date of booking and not prior to that.
- 14 The payment which is to be made is subject to deduction or forfeiture towards the complaints made, cancellation made or any misrepresentation or fraud played by the rider in such cases we may at our discretion delete the account and rider shall forfeit right to any payment.
- 15 Occasion of payment is explained here under:
  - a. For the scheduled rides payment is condition precedent to confirm the booking therefore it has to be made before ride.
  - b. For instant rides payment is condition subsequent and the same shall be done after completion of ride subject to confirmation.
- 16 Payment facility is provided in the form of payment gateway in the application it can be done through Net Banking, debit/credit card and third party Apps.
- 17 This application has its own valet therefore payment is secure and easy.
- 18 Users have to follow the instructions as provided therein and proceed to make payment.
- 19 If the app does not direct user to payment gateway due to some technical difficulty it shall not constitute any omission from our part.
- 20 This facility is provided with the aid of payment gateway and user is required to fill in the particulars for that purpose and we do not in any way shall be responsible for the information provided about card details etc.

### Cancellation:

Since the charges may as the case maybe include cancellation charges it is imperative to lay down the principles governing cancellation:

- a. Cancellation charges if the same is done are to be adjusted in subsequent ride.
- b. Cancellation can be done either by rider or user i.e .passenger.
- c. In case if the ride is cancelled by the rider/vehicle owner the same is to be charged to that concerned rider and user is not to be charged.
- d. In case if the booking is cancelled by user or passenger charges are to be borne by the user passenger and shall not be appropriated to the rider.

Cancellation charges:

The extent of cancellation charges in the event of cancellation of booking are to be calculated in the following manner:

- Scheduled rides: cancellation charges of 20% of the total cost if the booking is cancelled before 60 minutes of the ride.
- 50% charges of the total cost to be deducted and appropriated in next ride if the cancellation is made within 60 minutes prior to the ride timings.
- Instant rides: 20% of the total cost to constitute cancellation charges and the same shall be appropriated to the concerned user

be it rider or passenger if he/she cancels the ride after 15 minutes of booking confirmation.

Refund:

- 1) In case of any wrongful deduction of amount from the account, or deduction of more than what was ought to have been deducted users can approach the concerned bank and sort out the issue claim reverse we do not offer any remedy or part in this.
- 2) If in case we receive any such amount from users more than the actual amounts we wish to refund the same to the users.
- 3) However the same shall be done once reconciliation is done from our end with payment gateway and not before.
- 4) Such amount shall be reversed only not later than one week after the reconciliation is done.
- 5) In case if the user is not satisfied with the service of rider, user is to give complaint to us and after due verification if we arrive at a decision that ride is not offered as requested or any discrepancy is found then amount paid by the user will be refunded subject to the other rules of the refund.
- 6) Our liability in case of refund followed by complaint as mentioned above is restricted to rupees five hundred only and user is not entitled to claim above it.
- 7) Time for processing complaints is up to one week only after which we can inform user about whether the complaint is entitle to refund.
- 8) If the account of the user is deactivated from our end due to reason of complaints or non response or on account of negligent or willful misconduct no refund can be claimed.
- 9) We do our best to refund the amount back to the users but the same can only be done once the amount is received into our account and transaction is settled not but not earlier.
- 10) Refund claims would be processed and dealt with only after a week of receiving the same into our account and not earlier.
- 11) Any claim for refund of amount made after a period of 15 days of making payment shall not be entertained and user shall forfeit the right to claim refund if that case.
- 12) In case of any dispute as to refund claims user can contact with us and try to settle the matter amicably.
- 13) Though refund will be made into the account of the user they are not entitled to insist on the same method for refund it can be made either by payment gateway or wire transfer or any other mode.