

**IMPORTANT** – Please read these terms carefully. By using these Services (defined below), you agree that you have read, understood, accepted and agreed with the Terms of Use and are entering into a binding agreement which includes these Terms of Use (the “Agreement”). You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms of Use of the Service and wish to discontinue using the Services, please do not continue using this Application or Service.

These Ham-raah.pk Terms and Conditions of Use (“Ham-raah.pk Terms and Conditions”) govern the access or use by you, an individual, and/or a company, of the services including applications, websites, content etc. through any electronic device or otherwise, as the case may be (the “Ham-raah.pk Services” or “Services”) made available by GRIDS HUB, having its corporate office situated at SB-25, Block-1, Gulistan-e-Johar Karachi Pakistan, Karachi East (hereinafter referred to as the “GridsHub” or “us” or “Company” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to include its successors and assigns).

Your access and use of the Ham-raah.pk Services constitutes your agreement to accept and be bound by these Ham-raah.pk Terms and Conditions, which establishes a contractual relationship between you and Ham-raah.pk. If you do not agree to these Ham-raah.pk Terms and Conditions, you may not access or use the Ham-raah.pk Services. These Ham-raah.pk Terms and Conditions expressly supersede prior agreements or arrangements with you. Ham-raah.pk may immediately terminate these Ham-raah.pk Terms and Conditions or any Ham-raah.pk Services with respect to you, or generally cease offering or deny access to the Ham-raah.pk Services or any portion thereof, at any time for any reason whatsoever.

Supplemental terms may apply to certain Ham-raah.pk Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the Ham-raah.pk Services from time to time. Supplemental terms are in addition to, and shall be deemed to be a part of the Ham-raah.pk Terms and Conditions. It is being clarified that, the Supplemental terms shall prevail over these Ham-raah.pk Terms and Conditions in the event of a conflict with respect to the Ham-raah.pk Services.

Ham-raah.pk may amend the Ham-raah.pk Terms and Conditions related to the Ham-raah.pk Services from time to time. Amendments will be effective upon Ham-raah.pk’s posting of such updated Ham-raah.pk Terms and Conditions (refer to our updated Terms and Conditions document) or the amended policies or supplemental terms on the Ham-raah.pk Service. Your continued access or use of the Ham-raah.pk Services after such modifications and amendments constitutes your consent and acceptance to be bound by the Ham-raah.pk Terms and Conditions.

Our collection and use of personal information in connection with the Ham-raah.pk Services is as provided in Ham-raah.pk’s Privacy Policy (refer to our Privacy Policy document). Ham-raah.pk may provide such information about you (including your contact information) to any third party/government body/judicial or non-judicial forum or as may be required to, under

the law, in case of is any complaint, dispute or conflict, which may include an accident, involving you and such information or data is necessary to resolve the complaint, dispute or conflict.

## **1. THE HAM-RAAH.PK SERVICES**

The Ham-raah.pk Services and Application and all rights therein are and shall remain Ham-raah.pk's property or the property of Ham-raah.pk's licensors. Neither these Ham-raah.pk Terms and Conditions nor your use of the Ham-raah.pk Services and Application convey or grant to you any rights:

(i) in or related to the Ham-raah.pk Services and Application, except for the limited license granted below; or

(ii) to use or reference in any manner Ham-raah.pk's company names, logos, product and service names, trademarks or services marks or those of Ham-raah.pk's licensors.

In order to use most aspects of the Ham-raah.pk Services, you must register for and maintain an active personal user Ham-raah.pk Services account (the "Account"). You must be at least 18 years of age or such age of legal majority as may be prescribed under the law from time to time, to obtain an Account. Account registration requires you to submit to Ham-raah.pk certain personal information, such as your name, email address, mobile phone number, current picture, gender and date of birth. 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, may result in your inability to access and use the Ham-raah.pk Services or Ham-raah.pk's termination of these Ham-raah.pk Terms and Conditions with you. The Ham-raah.pk Services is not available for use by persons who have not attained age of legal majority as prescribed under the applicable law. You may not allow persons who are under the legal age of majority prescribed under the applicable law to receive transportation from Third Party Service Providers (Vehicle Owners) unless they are accompanied by you. You agree to comply with all applicable laws when using the Ham-raah.pk Services and you may only use the Ham-raah.pk Services for lawful purposes (e.g. not for transport of unlawful or hazardous materials). You will not, in your use of the Ham-raah.pk Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party or make fake bookings. In certain instances you may be asked to provide proof of identity to access or use the Ham-raah.pk Services, and you agree that you may be denied access to or use of the Ham-raah.pk Services if you refuse to provide proof of identity.

- Ham-raah.pk is a Carpooling service that allows users to request a vehicle via a mobile app. The Ham-raah.pk Services constitute a technology platform that enables users of Ham-raah.pk to arrange and schedule transportation. Unless otherwise agreed by Ham-raah.pk in a separate written agreement with you, the Ham-raah.pk Services are made available solely for your personal, non-commercial use.
- The Application allows you to send a request for a Service to a Service Provider (Vehicle Owner). The GPS receiver – which should be installed on the mobile device (smart

phone) on which you have downloaded the Application – detects your location and sends your location information to the relevant Service Provider (Vehicle Owner). The Service Provider (Vehicle Owner) also has sole and complete discretion over the use of Application to receive the leads generated through the Application. If the Service Provider (Vehicle Owner) accepts your request, the Application notifies you and provides information regarding the Service Provider (Vehicle Owner) – including his/her name, and customer service rating – and the ability to contact the Service Provider (Vehicle Owner) by in-app chat.

- We will make every reasonable effort to bring you into contact with a Service Provider (Vehicle Owner) in order to obtain the Services, subject to the availability of Service Providers (Vehicle Owners) in or around your location at the moment of your request for Services.
- FOR THE AVOIDANCE OF DOUBT, WE ARE A TECHNOLOGY COMPANY, NOT A TRANSPORTATION AND WE DO NOT PROVIDE TRANSPORTATION SERVICES. We do not employ the Service Providers (Vehicle Owners) and we are not responsible for any acts and/or omissions of the Service Providers (Vehicle Owners). The Application is simply a means to ease the search of the Services. It is up to the Service Providers (Vehicle Owners) to offer the Services to you and it is up to you whether to accept their offers of Services. Ham-raah.pk will only be offering the Application and Ham-raah.pk Services as a platform to put users and Service Providers (Vehicle Owners) in touch with each other for acquisition of the services by the users from the Service Providers (Vehicle Owners) through the Ham-raah.pk Services and Application, and Ham-raah.pk will not be a participant in the transaction between the Service Provider (Vehicle Owner)s and Users; each such transaction will be a bi partite contract solely between them. Accordingly, you acknowledge and agree that Ham-raah.pk is not the agent of and has no authority for either the Service Providers (Vehicle Owners) or the users for any purpose.
- Only you may use your own Account and you undertake not to authorize others to use your identity or account. You may not assign or otherwise transfer your Account to any other parties. You must keep your Account password / pin code and any identification we provide you secure and confidential. In the event a disclosure is made to your pin code / passwords, howsoever, which causes any illegitimate or unauthorized uses of your Account or identity, orders generated from the illegitimate or unauthorized uses will still be deemed valid orders, unless you notify us on that matter before the Service Providers (Vehicle Owners) perform the requested Services.
- You may not harm, tweak or modify the Application and/or Website or attempt to harm, tweak or modify it in any way whatsoever. We are not liable if you do not have a compatible device or if you have downloaded the wrong version of the Application to your device. We reserve the right to prohibit you from further using the Application should you use the Application with an incompatible or unauthorized device or for

purposes other than those for which the Application is intended to be used. You undertake that you will only use an access point you are authorized to use.

- You will keep confidential and will not abuse the information you receive from using the Application. You will treat the Service Providers (Vehicle Owners) with respect and will not engage in any unlawful, threatening or harassing behavior or activities whilst using their services.
- We and/or the relevant Service Provider (Vehicle Owner) reserves the right to refuse accepting your order if we have reasonable grounds to suspect that you have or, by accepting your order, will breach or violate these Terms of Use or the prevailing laws and regulations.
- Please inform us if you no longer have control of your account, e.g your account is somehow hacked or your phone is stolen, so that we can cancel your account accordingly. Please note that you are responsible for the use of your account and may be held liable even if it is abused by another person.
- Ham-raah.pk is not directly responsible for accidents to either damage to the vehicle or personal injury caused by the accident. All expenses and charges that may arise on the incident would be directed to the personal responsibility of drivers and consumers.
- You are the owner of the device used and the SIM is registered is lawfully operated in your name and you are making any reservations through our platform for your own personal use purpose and not for a third party;
- You are the owner of the device used and the SIM is registered is lawfully operated in your name and you are making any reservations through our platform for your own personal use purpose and not for a third party;
- You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
- You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
- You shall not contact the Third Party Transportation Provider for purposes other than the Services;
- You will not impair the proper operation of the network;
- You will not copy, or distribute the Software or other content without written permission from the Company;

- You may terminate your account by informing us of your intention to cancel your account. We will try to do our best to complete the termination in 15 (fifteen) business days.
- We are not liable for any injury, death, damage or loss caused by the conduct of the Service Providers (Vehicle Owners). We are also not liable for any wrongdoings, including traffic violations, or any criminal actions conducted by any one during the performance of the Services.

## **2. NOTIFICATIONS**

By creating an Account, you agree that the Ham-raah.pk Services may send you informational text (SMS) messages or such other communication through e-mail or by other electronic means including notifications as part of the normal business operation of your use of the Ham-raah.pk Services.

## **3. NETWORK ACCESS AND DEVICES**

You acknowledge that the data network access is necessary to use the Ham-raah.pk Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Ham-raah.pk Services from a wireless-enabled electronic 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 Ham-raah.pk Services and Applications and any updates thereto. Ham-raah.pk does not guarantee that the Ham-raah.pk Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Ham-raah.pk Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

THE SERVICE, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY TRANSPORTATION PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **4. USER PROVIDED CONTENT**

Ham-raah.pk may, in its discretion, permit as well as prompts you from time to time to submit, upload, publish or otherwise make available to Ham-raah.pk through the Ham-raah.pk Services

such content and information, including comments and feedback related to the Ham-raah.pk Services, initiation of support requests, and submission (the "User Content"). Any User Content provided by you remains your property. However, by providing User Content to Ham-raah.pk, you grant Ham-raah.pk 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 Ham-raah.pk Services and Ham-raah.pk's business and on third-party sites and services), without further notice to or consent from you, and without 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 Ham-raah.pk 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 Ham-raah.pk'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 Ham-raah.pk in its sole discretion, whether or not such material may be protected by law. Ham-raah.pk may, but shall not be obligated to, review, monitor, or remove User Content, at Ham-raah.pk's sole discretion and at any time and for any reason, without notice to you.

Ham-raah.pk provides carpooling services. We act as an online marketplace platform to allow our users who comply with these Terms to offer, sell, and buy services listed on the application. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that Ham-raah.pk is not a party to such transactions, has no control over any element of such transactions, and shall have no liability to any party in connection with such transactions. You use the Service and the Application at your own risk.

1. You understand that Ham-raah.pk does not control, and is not responsible for ads, directory information, business listings/information, messages between users, including without limitation emails sent from outside Ham-raah.pk's domain or other means of electronic communication, whether through the application or another Third Party source or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Application and the Service ("Content"), and that by using the application and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.

2. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Ham-raah.pk be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, e-mailed or otherwise made available via the Service.

3. You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that:

i) You have developed the contents such as description in accordance with the instructions and guidance for placing a ride provided by Ham-raah.pk on the Application and that any copyrights therein belongs to Ham-raah.pk and, to any extent, should you be deemed to own any copyright you hereby assign any such copyright to Ham-raah.pk.

ii) You acknowledge that the information and/or photographs that you post on the Application is stored and compiled by Ham-raah.pk in a proprietary database and that the uploaded information and/or photographs are modified by Ham-raah.pk by applying a watermark of Ham-raah.pk logo and in such derivative works also the copyright belongs to Ham-raah.pk.

iii) You shall continue to, for such time the Content is available on the Application, have the necessary licenses, authorizations, consents, and permissions to use such Content on the Service and Application (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and wherever required, in such cases where you have the right, hereby authorize and license Ham-raah.pk to exclusively use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Application and these Terms; and

iv) You have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Application and these Terms. For clarity, by submitting any Content on the Application, as aforesaid, wherever you retain any ownership rights in the Content, you hereby grant to Ham-raah.pk an irrevocable, non-cancellable, perpetual, worldwide, exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Application and Ham-raah.pk's (and its successors') business, including without limitation for the purpose of promoting and redistributing part or all of the Application and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. Furthermore, by you posting Content to any public area of the Service, to the extent you retain any ownership of any rights, you agree to and do hereby grant to Ham-raah.pk all exclusive rights necessary to prohibit or allow any subsequent aggregation, display, copying,

duplication, reproduction, or exploitation of the Content on the Service or Application by any party for any purpose including the right to initiate legal action in accordance with the copyright and other laws of Pakistan. You also hereby grant each user of the Application a non-exclusive license to access your Content through the Application. The foregoing license to each user granted by you terminates once you or Ham-raah.pk remove or delete such Content from the Application.

5. Ham-raah.pk does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and Ham-raah.pk expressly disclaims any and all liability in connection with user Content. Ham-raah.pk does not permit copyright infringing activities and infringement of intellectual property rights on the Application, and Ham-raah.pk may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. Ham-raah.pk reserves the right to remove any Content without prior notice. Ham-raah.pk may also terminate a user's access to the Application, if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Application more than twice. Further, at its sole discretion, Ham-raah.pk reserves the right to decide whether any Content is appropriate and complies with these Terms.

6. Users are solely responsible for their chattings on Ham-raah.pk's application. Ham-raah.pk is not to be considered responsible with respect to Your use of the application and Ham-raah.pk shall not be responsible for any such message sent by Service Providers(Vehicle owners) or users.. By using the application or software, you agree that:

1. You may not use any hyperlinks, other than those specifically authorized by Ham-raah.pk.
2. You may not use any misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant, as determined in Ham-raah.pk's reasonable discretion.
3. You may not post inaccurate, false, or misleading information; and material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.
4. You may not post anything in a manner that does not comply with applicable local laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property.
5. You may not advertise sexual services or seek employees for jobs of a sexual nature.



6. You may not request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy.
7. You may not endorse a particular political party, political agenda, political position or issue; promote a particular religion; except where allowed by applicable law, or ask anything which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offenses or proceedings.

Ham-raah.pk reserves the right to remove any content from any user content listed on Ham-raah.pk's Services platform, which in the reasonable exercise of Ham-raah.pk's discretion, does not comply with the above Terms, or if any content is posted that Ham-raah.pk believes is not in the best interest of Ham-raah.pk.

If at any time during Your use of Ham-raah.pk Services, You made a misrepresentation of fact to Ham-raah.pk or otherwise misled Ham-raah.pk in regards to the nature of activities, Ham-raah.pk will have grounds to terminate Your use of Ham-raah.pk's Services.

## **5. PAYMENT**

You understand that in consideration of the use of the Ham-raah.pk Services, you will be required to pay for the services you receive from a Third Party Service Provider (referred to as "Service Provider (Vehicle Owner)"). After you have received services obtained through your use of the Ham-raah.pk Service, any payment for the services rendered shall be a matter of negotiation and agreement between you and the Service Provider (Vehicle Owner), without any involvement or facilitation by Ham-raah.pk. It is your responsibility to determine and agree upon the payment terms directly with the Service Provider (Vehicle Owner).

Please note that Ham-raah.pk does not take any charges or payment for the services provided by the Service Provider (Vehicle Owner). We merely provide a platform for you to connect with the Service Provider (Vehicle Owner) and receive their services. Any payment made to the Service Provider (Vehicle Owner) is strictly between you and the Service Provider (Vehicle Owner) and is not the responsibility of Ham-raah.pk.

## **6. OUR LIABILITIES**

1. We are not liable for any injury, death, damage or loss caused by the conduct of the Service Providers. We are also not liable for any wrongdoings, including traffic violations, or any criminal actions conducted by the Service Providers during the performance of the Services. The Service Providers are only our working partners, not our employees, agents or representatives.
2. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your

Account in excess of normal “wear and tear” damages and necessary cleaning (the “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 Ham-raah.pk in Ham-raah.pk’s reasonable discretion, Ham-raah.pk reserves the right to ask you to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider. On denial of such amounts Ham-raah.pk reserves the right to take further legal action and/or terminate your use of Ham-raah.pk Services.

3. We employ appropriate and reasonable technical and security measures to keep the Application secure and virus and error free. However, as effective as this technology is, no security system is impenetrable. We therefore cannot guarantee the security of our database nor can we guarantee that the information you provide will not be intercepted while being transmitted to us.
4. The Application may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the Service Provider being faulty, not connected, out of range, switched off or not functioning. We are not responsible for any delays, delivery failures, damages or losses resulting from such problems.
5. The quality of the Service obtained through the use of the Application is entirely the responsibility of the Service Provider who ultimately provides the Service to you. You understand, therefore, that by using the Application, you may be exposed to transportation that is potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the service at your own risk.

#### **LIMITATION OF LIABILITY:**

HAM-RAAH.PK 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 HAM-RAAH.PK SERVICES, EVEN IF HAM-RAAH.PK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HAM-RAAH.PK SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF:

(i) YOUR USE OF OR RELIANCE ON THE HAM-RAAH.PK SERVICES OR YOUR INABILITY TO ACCESS OR USE THE HAM-RAAH.PK SERVICES; OR

(ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, EVEN IF HAM-RAAH.PK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HAM-RAAH.PK SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HAM-RAAH.PK’S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY SERVICE 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. HAM-RAAH.PK SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF PROVISION OF SUCH SERVICES. IN NO EVENT SHALL HAM-RAAH.PK'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE HAM-RAAH.PK SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION.

HAM-RAAH.PK SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION SERVICES WITH THIRD PARTY SERVICE PROVIDERS, BUT YOU AGREE THAT HAM-RAAH.PK HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY THIRD PARTY SERVICE PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### **Modification or Suspension of the Application or Ham-raah.pk Services**

Ham-raah.pk may at any time modify, discontinue, or suspend its operation of this Website, Application or Ham-raah.pk Services, or any part thereof, temporarily or permanently, without notice or any liability to you. Changes will be effective when posted on the Website or Application. We may provide additional features and services and we may cease to provide any feature or service previously provided.

### **Additional Terms**

Additional terms and conditions may apply to specific portions of the Application, Website or your use of the Application, Website, terms which are made part of these Terms of Use by reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms of Use and the terms posted or emailed, or applicable to, a specific portion of the Application, Website or your use of the Application or Website or the latter terms shall control with respect to your use of that portion of the Application, Website.

### **Severability of Agreement**

If any provision of these Terms and Conditions is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained herein shall continue in full force and effect.

## **7. DISCLAIMERS:**

LIMITATION OF LIABILITY; INDEMNITY DISCLAIMER THE HAM-RAAH.PK SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." HAM-RAAH.PK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT

EXPRESSLY SET OUT IN THESE TERMS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, HAM-RAAH.PK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE HAM-RAAH.PK SERVICES REQUESTED THROUGH THE USE OF THE HAM-RAAH.PK SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. HAM-RAAH.PK DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY SERVICE PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE HAM-RAAH.PK SERVICES OR IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW.

## **8. INDEMNITY**

You agree to indemnify and hold Ham-raah.pk and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

- (i) your use of the Website, Application, or Ham-raah.pk Services;
- (ii) your breach or violation of any of these Terms and Conditions;
- (iii) Ham-raah.pk's use of your User Content; or
- (iv) your violation of the rights of any third party, including Third Party Service Providers.

## **9. GOVERNING LAW AND ARBITRATION**

Except as otherwise set forth in these Ham-raah.pk Terms and Conditions, these Ham-raah.pk Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of Pakistan and the courts of Karachi, Sindh shall have exclusive jurisdiction. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Ham-raah.pk Services or these Ham-raah.pk Terms and Conditions, including those relating to its validity, its construction or its enforceability (the "Dispute") shall be first settled amicably. In the event no amicable settlement is arrived at within a period of fifteen (15) days from the date of first initiation of the Dispute, the Dispute shall be resolved by means of arbitration pursuant to the Arbitration Act, 1940. The arbitration proceedings shall be conducted by an arbitral tribunal consisting of 1 (one) arbitrator appointed by Ham-raah.pk. The arbitration proceedings shall be conducted in English/Urdu language and the seat for arbitration shall be in Sindh, Karachi. The award of the arbitral tribunal shall be final and binding.