

# TERMS & CONDITIONS

This Document Sets Out The Terms And Conditions For Renting Vehicles From M/S Primemover Mobility Technologies Private Limited, A Company Incorporated Under The Companies Act, 2013, With CIN U72200HR2015PTC055601 (Hereinafter Referred To As "Speedon Cars" Which Expression Shall Unless Repugnant To The Context Or Meaning Include Its Heirs And Successor).

## Definitions And Interpretations

Definitions Unless The Context Otherwise Requires, The Following Capitalized Words As Used In These Terms Shall Have The Meaning As Respectively Assigned To Such Terms Hereunder: "Applicable Laws" Shall Mean And Include, All Applicable Statutes, Enactments, Acts Of Legislature Or The Parliament, Laws, Ordinances, Rules, By-Laws, Regulations, Notifications, Guidelines, Policies, Directions, Directives And Orders Of Any Governmental Authority (As Defined Below), Tribunal, Board, Court Or A Recognised Stock Exchange Of India; "Governmental Authority" Means Any Governmental Or Statutory Authority, Government Department, Agency, Commission, Board, Tribunal, Court Or Other Entity, Authority Or Body Authorized To Exercise Legislative, Judicial, Regulatory Or Administrative Functions Of, Or Pertaining To, A Government Or Any State Or Other Subdivision Thereof Or Any Municipality, District Or Other Subdivision Thereof Having Jurisdiction Pursuant To Applicable Laws; "User" Shall Mean Any Person Who Has Formally Enrolled To Use Speedon Cars's Vehicles And/Or Services, Pursuant To The Completion Of Usage Formalities And Acceptance Of The Terms And Conditions As Set Out Herein. "Non-Reserving User" Shall Have The Meaning As Specified In Clause 6.3; "Reserving User" Shall Have The Meaning As Specified In Clause 6.3; "Speedon Cars Vehicle" Shall Mean A Vehicle Provided By Speedon Cars For Rental To Its Users On The Terms And Conditions As Set Out Herein. "Scheme" Shall Mean The Speedon Cars Car-Club Scheme As Floated By Speedon Cars Pursuant To Which The Speedon Cars Vehicles Are Provided To Users For Self Drive Purpose. "Terms" Shall Mean These Terms And Conditions As May Be Updated, Altered, Modified, Novated, Substituted Or Replaced From Time To Time; "Website" Shall Have The Meaning As Set Out In Recital 1 Above. Interpretations In These Terms (Including Its Recitals, Clauses And Schedules), Except Where The Context Requires Otherwise, These Terms Will Be Interpreted As Follows:

Words Denoting The Singular Include The Plural And Vice Versa And Words Denoting A Particular Gender Include All Other Genders;

The Headings Are Inserted For Convenience Only, And Shall Not Affect The Construction Or Interpretation Of Any Provision Of These Terms;

References To Recitals, Clauses, Sub-Clauses Thereof And Schedules, Unless A Contrary Intention Appears, Are To The Recitals, Clauses, Sub-Clauses And Schedules To These Terms, Respectively;

A Reference To Consent Or Approval Or Similar Connotation, Unless Expressly Stated Otherwise, Shall Be In Writing, And References To Writing Include Any Mode Of Reproducing Words In A Legible And Non-Transitory Form;

A Reference To Any Document (Including These Terms) Is To That Document As Amended, Consolidated, Supplemented, Novated Or Replaced From Time To Time;

A Reference To A Statute Or Statutory Provision Includes, To The Extent Applicable, At Any Relevant Time:>

That Statute Or Statutory Provision As From Time To Time Consolidated, Modified, Re-Enacted Or Replaced By Any Other Statute Or Statutory Provision; And

Any Subordinate Legislation Or Regulation / Rules Made Under The Relevant Statute Or Statutory Provision;

Where A Word Or Phrase Is Defined, Other Parts Of Speech And Grammatical Forms And The Cognate Variations Of That Word Or Phrase Shall Have Corresponding Meanings;

The Rule Of Construction, If Any, That A Contract Should Be Interpreted Against The Party Responsible For The Drafting And Preparation Thereof, Shall Not Apply;

The Expressions "Hereof", "Herein" And Similar Expressions Shall Be Construed As References To These Terms As A Whole And Not Limited To The Particular Section Or Provision In Which The Relevant Expression Appears;

The Words "Include" And "Including" Will Be Read Without Limitation;

References To Rupees Rs. Are Lawful Currency Of India;

Schedules Form An Integral Part These Terms Shall Construed Have Same Force Effect As If Expressly Set Out In Body Terms.

Upon Accepting The Terms And Conditions As Set Out Here In After, The User Agrees And Acknowledges That:

Speedon Cars Has Established A Website Having The Registered Domain Address As [www.SpeedonCars.Co.In](http://www.SpeedonCars.Co.In) ("Website") Where The Terms And Conditions Of Use Of Vehicles Provided By Speedon Cars Have Been Displayed. It Is The Responsibility Of The User To Ask Representatives Of Speedon Cars.Co.In And Obtain A Soft Copy Of The Agreement If They Are Unable To View Or Access The Terms & Conditions As Set Out In Website/ Mobile Applications.

The User Has Read And Understood The Terms And Conditions As Set Out Herein And Agrees To Abide And Be Bound By Such Terms And Conditions Including Those Relating To Rental Of Cars, Fee Schedule And Privacy Policy And Confidentiality Terms. Speedon Cars Reserves The Right To Change The Terms Of This Agreement From Time To Time With The Provision Of Notice To The User Which Shall Be Considered Given When These Terms And Conditions Are Updated On The Website, Ios / Android Apps. The User Agrees That The Amended Terms And Conditions Of This Agreement Shall Be Effective And Binding On The Date When Such Change Is Posted On The Website.

The Provision Of Vehicles To The User Is Subject To The Acceptance By The User Of All The Terms And Conditions As Set Out Herein. In The Event That The User Does Not Accept Any Term And/Or Condition As Provided Herein Or As May Be Amended, The User Will Not Be Authorized To Use Any Vehicles Or Services Provided By Speedon Cars. For The Avoidance Of Doubt It Is Clarified That Use Of Any Vehicles Or Services Provided By Speedon Cars Would Signify An Acceptance By The User Of All The Terms And Conditions Including As Set Out Herein Including Any Terms And Conditions As May Be Amended, Substituted Or Novated From Time To Time.

Moreover, This Agreement Doesn't Provide The Exclusive Right To The User For Use Of Vehicle And In All Situations, Speedon Cars Shall Be Authorized To Exercise Required Controls During The Rental Period.

#### Enrollment As User

By Accepting These Terms And Conditions, The User Has Agreed To Enroll As A User Under The Scheme To Avail The Facility For Rental Of Speedon Cars Vehicles.

The User Further Acknowledges And Understands That He/She Shall Not At Any Time Challenge Any Of The Provisions Of These Terms Or The Contents Of The Website On The Premise That The Terms And Conditions Have Not Been Read By The User Or That The User Is Not Aware Of The Enrollment Formalities Or That The User Has Not Understood Any Provision Of These Terms Or The Procedures, Formalities, Benefits Rights And/Or Obligations As Contained On The Website.

There Is No Difference Between User & Customer. User Is A Person Who Registered With Speedon Cars.Co.In And Customer Is A Person Who Hired The Vehicle.

#### Persons Eligible To Enroll As Users

Any Person Desirous Of Enrolling As A User With The Speedon Cars Will Need To Satisfy The Following Eligibility Criteria Prior To Enrollment:

Such Person Must Be Minimum 21 Years Of Age.

Such Person Must Be An Indian Citizen And Must Possess A Valid Light Motor Vehicle (Non Transport) Indian License At Least 1 Year Old.

Such Person Must Have A Good Driving Record And Should Not Have Been Found Guilty Of Any Offence Involving Moral Turpitude Or Any Offence Under Motor Vehicles Act For Which Imprisonment For More Than 6 Months Have Been Prescribed;

#### Enrollment Formalities

For The Purpose Of Enrollment, The User Shall Be Required To Provide The Necessary Particulars, As Indicated By Speedon Cars's Representatives.

The User Shall Be Required To Provide The Following Documents To Speedon Cars's Representatives:

A Photo Of A Valid Driving License

Credit / Debit Card Details, If This Happens To Be The Preferred Mode If Payment

Any Other Documents As May Be Notified By Speedon Cars From Time To Time.

Speedon Cars Reserves The Right To Refuse Acceptance Of Any Person As A User Without Assigning Any Reason Thereto. It Is Clarified That In The Event That Any Person Is Rejected As A User, He/ She Shall Not Be Permitted To Use Or Rent Any Speedon Cars Vehicle.

## Booking Of Speedon Cars Vehicles

The Users May Choose From The Vehicles Which Are Available On The Website For The Purpose Of Booking A Speedon Cars Vehicle. At The Time Of Booking, The Users Will Be Required To:

Select The Speedon Cars Vehicle As Per Their Requirements;

Provide The Start And End Date And Time, Indicating The Duration For Which The Speedon Cars Vehicle Will Be Required For Use By The User;

Provide The Details Of The Address Where The Vehicle Needs To Be Delivered To The User, And Where He Will Return The Vehicle;

Pay The Fees For Use Of The Vehicle Through Any Of The Payment Systems That Speedon Cars Is Using At That Point Of Time.

In Case A User Wishes To Cancel A Reservation Or Shorten The Period For Which A Vehicle Has Been Reserved, He Must Do So In Advance, As Outlined In The Fee Policy

If A User Wishes To Extend A Reservation, Such User Is Required To Communicate Request For Extension To Speedon Cars Prior To The Timeline Outlined In The Fee Policy. Speedon Cars Shall Have The Sole Discretion To Allow Such Extension Or Refuse The Same. A Request For Extension Will Only Be Permitted Where:

The Speedon Cars Vehicle Is Available For Use For The Extension Period (For Example, It Is Not Reserved By Another User); And

Upon Payment Of Fees In Advance For Such Extended Period

### Scope Of Vehicle Rental Services Provided By Speedon Cars

Upon Payment Of The Fees In Advance, Speedon Cars Is Responsible To Provide The Following Services To The User:

Provide The Vehicle Model Booked By The User, At The Preferred Time And Location, As Specified At The Time Of Making The Booking

In Case There Is A Delay Or Due To Any Unfortunate Event Speedon Cars Has To Cancel The Booking Of The User, Speedon Cars Is Liable To Compensate / Provide A Refund To The User For The Part Where The Service Could Not Be Provided

Ensure The Vehicle Being Provided To The User Is In Good Condition And Is Well Maintained, As Per The Prescribed Maintenance Schedule Of The Automotive Oems

In The Unfortunate Event When There Is A Breakdown Of The Vehicle, While Being Used By The User, And It Is Clearly Established That The Breakdown Was Due To A Mechanical / Electrical Failure

Of The Vehicle And Not Due To Any Consequential Or Driving Behaviour Related Damage Caused By The User, Speedon Cars Will Try And Provide The Best Resolution Possible To The User. This Resolution Will Include Providing A Replacement Vehicle, If The Vehicle Is Within 2 Hours Of Driving Distance From Any Of Speedon Cars's Hubs, Arranging For An RSA (Road Side Assistance) And/Or Any Other Help That Might Be Needed By The User.

#### Persons Permitted To Use/Rent Speedon Cars Vehicles

The Speedon Cars Vehicles Shall Be Provided On Rental Basis Only To Eligible Users. Notwithstanding Anything Stated Herein, Speedon Cars Shall Have The Sole Discretion To Refuse To Provide Any Speedon Cars Vehicle To Any Users.

Users Shall Ensure That The Speedon Cars Vehicles Shall Not Be Driven By, Or Provided For Use To, Any Person Whose Eligibility Has Not Been Deemed As Valid By Speedon Cars.

Any User To Whom A Speedon Cars Vehicle Is Provided By Speedon Cars On Rental Basis ("Reserving User") May Allow Another User To Drive Such Speedon Cars Vehicle ("Non-Reserving User") Subject To The Following Conditions:

The Reserving User Shall Provide The Details Of The Non-Reserving User To Speedon Cars;

The Reserving User Shall Not Be Allowed To Provide The Speedon Cars Vehicle To A Non-Reserving User For Any Commercial Purpose;

The Reserving User Shall Continue To Be Responsible And Liable To Speedon Cars To Ensure That All Terms And Conditions As Set Out In These Terms Are Complied With By The Non-Reserving User.

The Reserving User Shall Further Ensure That The Information Pertaining To The Non-Reserving User Shall Remain Updated In The Records Of Speedon Cars Till Such Time As The Speedon Cars Vehicle Is Being Used By Such Non-Reserving User.

The Reserving User Shall Continue To Remain Liable To Speedon Cars For Due Compliance Of All Terms And Conditions As Set Out In These Terms Including For Payment Of All Fees And Charges Associated With The Usage Of The Speedon Cars Vehicles.

#### Prohibited Use Of Speedon Cars Vehicles

Users Shall Not Be Permitted To Use The Speedon Cars Vehicles Under The Following Conditions And/Or For The Purposes Mentioned Hereunder. These Examples Are Not Intended To Be Exhaustive. Any Unreasonable Or Inappropriate Use Of A Speedon Cars Vehicle, As Determined By Speedon Cars In Its Sole Discretion, May Be Deemed A Violation Of These Terms And Conditions:

For Any Speed Race Or Competition;

For The Purpose Of Towing, Pushing, Or Propelling Any Trailer Or Any Other Vehicle;

For The Primary Business Purpose Of Transporting People Or Operating A Taxi Service;

By Any Person Who Is Under The Influence Of (I) Alcohol Or (Ii) Any Drug Or Medication Under The Effects Of Which The Operation Of A Vehicle Is Prohibited Or Not Recommended;

Illegal Nature:-For The Purpose Of Commission Of Any Crime Or Other Illegal Or Unlawful Activity;

In An Imprudent, Negligent, Abusive Manner Or For Any Abnormal Use Of The Speedon Cars Vehicle;

By Any Person Who Has Provided Speedon Cars With False Information (Including, Without Limitation, Any Personal Information Such As Name, Age, Or Address) Or Whose Representations Are Determined To Be False;

For The Purpose Of Driving Outside The Territorial Boundaries Of India Or Any Prohibited Areas Within Territory Of India;

Driving While Using A Mobile Phone Or Any Other Mobile Communication Device In Any Manner Whatsoever, Including While Sending An SMS, Emailing, Using A Cell Phone With Or Without A Hands-Free Device, Otherwise Using A Mobile Communication Device Or Engaging In Similar Activities That May Be Prohibited Under Applicable Laws;

For The Purpose Of Transportation Of Any Goods Including Any Flammable, Poisonous, Or Otherwise Hazardous Substances;

For The Purpose Of Transporting Objects That Could – Due To Their Size, Shape, Or Weight – Adversely Impact The Vehicle's Handling Safety Or That Could Damage The Interior Of The Speedon Cars Vehicle Or, By Virtue Of Such Object/S Protruding Outside, Affect The Safety Of Vehicles Driving In The Vicinity Of The Speedon Cars Vehicle.

Carrying More Than The Authorized Number Of Persons (Equal To The Number Of Seat-Belts) In The Speedon Cars Vehicle.

Use Of Tobacco, Drugs Or Psychotropic Substances Inside Speedon Cars Vehicles Is Absolutely Prohibited. Users Are Subject To Payment Of Penalties If Evidence Of Smoking, Chewing, Or Dipping Is Found In Speedon Cars Vehicle.

Hazardous Nature: - Burning Any Substance Including Tobacco, Incense Etc. Inside Speedon Cars Vehicles Is Absolutely Prohibited.

Animals Are Prohibited In Speedon Cars Vehicles. Users Are Subject To Payment Of Penalties In The Event It Is Determined That The Speedon Cars Vehicles Have Been Used For Transportation Of Animals.

A Speedon Cars Vehicle Cannot Be Taken Inside Leh/Ladakh Region And Kaza/Nako Region.

Any Kind Of Activity By Any Person Which Will Affect The Normal Conditions Of The Vehicle

#### Obligations Of The User

By Accepting The Terms As Set Out Herein, The User Hereby Authorizes Speedon Cars To Obtain The User's Driving Records From The Jurisdiction In Which The User Is Licensed.

User Shall Be Responsible For Providing And Maintaining Their Account Information With Speedon Cars Including Details Such As Their Current Email, Mobile Number, Address, And Such Other Information As May Be Necessary For The Purposes Of This Agreement.

Users Shall Be Responsible For Keeping Any Speedon Cars-Related Password And/Or PIN Numbers In Strict Confidence And To Not Make Passwords Or Pins Available To Third-Parties,. Should A PIN Or Password Be Reduced To Written Or Electronic Form, The User Will Be Responsible For Any Associated Costs And/Or Damages In Connection With Unauthorized Use By Third-Parties. If A User Has Reason To Believe That A Third-Party May Have Obtained Unauthorized Knowledge Of A Password And/Or PIN, User Agrees To Change The Compromised Password And/Or PIN As Per The Procedure Provided On The Website.

When Using A Vehicle, Every User Must Follow The Owner's Manual Instructions Provided In The Vehicle's Glove Compartment. If A Problem Arises That Prevents Or Limits The Use Of The Vehicle Or That May Compromise People's Safety, Every User Must Immediately Notify Speedon Cars And Follow The Instructions Provided By Speedon Cars.

Controls Exercised By Speedon Cars During The Duration Of Vehicle Rental:

It May Be Noted That During The Period Of Vehicle Rental, The Effective Control Of Vehicle Shall Remain With Speedon Cars. The Control May Be Exercised In The Event Of Violation Of Any Of The Terms And Conditions Set Out In This Agreement. Further, It May Be Noted That All Vehicles Of Speedon Cars Are Fitted With GPS Trackers, Speed Trackers And Can Be Remotely Accessed.

Therefore, In The Event Of Any Breach Of Terms And Conditions Of This Agreement, Speedon Cars Can Exercise The Controls And Shut Down The Vehicle By Way Of Remote Access.

#### Vehicle Pick-Up And Return

Prior To Taking Possession Of A Speedon Cars Vehicle, It Shall Be The Responsibility Of Every User To Do An Exterior Walk-Around And An Interior Look-Over Of The Vehicle

User's Shall Be Permitted To Test Drive The Speedon Cars Vehicle To Ensure That There Is No Damage Or Abnormality Encountered In The Operation Of The Vehicle. In Case Such An Abnormality Or Damage Is Found, User Shall Be Required To Intimate Speedon Cars Of Any Such Damage Or Abnormality Encountered On The Vehicle Or In The Operation Of The Vehicle Prior To Taking Possession Of Such Vehicle.

It Shall Be The Responsibility Of The User To Pick Up The Selected Speedon Cars Vehicle And Return It Secured, Clean, And In Good Working Order, At The Same Place, By No Later Than The End Time Of The Reservation.

#### Fuel Charges

Speedon Cars Shall Make The Payment Of Fuel To The Third Party Suppliers (I.E. Relevant Supplier Of Fuel Or Petrol Stations) On Behalf Of The User;

Speedon Cars Shall Charge The Actual Expenses Incurred Towards Fuel Cost From The Users And There Shall Be No Mark-Up On The Same;

Speedon Cars Doesn't Hold Or Intend To Hold Any Title Of Such Fuel Expenses And Also Doesn't Intend To Use It For Its Own Purpose. Thus, The Same Is Exclusively Procured On Behalf Of User.

#### Vehicle Condition

The User Is Required To Report To Speedon Cars Immediately Any Condition That Impairs The Driving Functionality And/OR Safety Of The Vehicle, Such As Performance Changes, Inappropriate Noises, Smells Or Driving Feel, Including But Not Limited To Warning Lamps, Indicators, Poor Driving Feel Or External Or Internal Damage That Renders The Vehicle Unsafe, Including But Not Limited To, Missing Or Inoperable Signal Or Driving Lighting, Broken Or Missing Rear-View Mirrors And Windshield Glass Etc.

Before Performing Jump Start On Any Vehicle, The User Must Inform Speedon Cars. The User Shall Bear The Liability For Any Losses Arising Out Of A Jump Start

The User Must Leave The Vehicle's Key, Key Fob, Or Other Starting Device To The Vehicle And The Parking Pass Or Toll Payment Pass In Its Proper Position In The Vehicle At The Conclusion Of The Reservation Or Hand It Over To The Authorized Representative Of Speedon Cars. In The Event That The User Fails To Leave The Key/Fob/Starting Device, Parking Pass, Or Toll Payment Pass (If Applicable) In The Vehicle, The Same Shall Be Inform To Speedon Cars Immediately. If The User Fails To Do So And This Causes Inconvenience To Another User, Such User Shall Be Charged The Hourly Rate And Late Fees (As Outlined In The Fee Policy) For The Vehicle Until The Key/Key Fob/Starting Device/Parking Pass/Toll Payment Pass Is Returned And The User Will Remain Responsible For The Vehicle During Such Period. The User Shall Also Be Charged A Fee At Speedon Cars's Sole Discretion, To Replace Any Of The Items Missing From The Vehicle.

Reserving Users Are Responsible For All Charges And Costs Incurred Related To The Speedon Cars Vehicle For The Entire Period Of The Reservation And Until The Vehicle Is Returned, Secured, Closed, Locked And Serviceable (All Accessories Off, Key Out Of Ignition And In Proper Place, All Windows, Doors, Hatches, Sunroofs And Other Openings Closed, Toll Payment Pass And Parking Pass And Other Accessories In The Vehicle) To Its Designated Return Location. Speedon Cars Vehicles Must Be Returned No Later Than The End Time Of The Reservation And The User Will Be Required To Terminate The Reservation By Placing A Call To Speedon Cars's Provided Number To Notify Of Such Intent.

In The Event That A Speedon Cars Vehicle Is Returned Late, The Reserving User Will Be Responsible For Paying Late Fees, Inconvenience Fee And Any Other Charges Applicable As Per Speedon Cars's Fee Policy, From The Scheduled End Time Of The Booking Till The Time The Vehicle Is Recovered By Speedon Cars. The Users Will Be Responsible For Any And All Costs, Charges, Fees And Expenses Incurred By Speedon Cars Or Any Third Party As A Result Of A Breach Of Any Of These Terms.

The Owner Is Responsible For Any Costs That Can Be Attributed To Mechanical Failure Due To Normal Usage For Which The Vehicle Was Designed For And Customer Will Be Charged Or Obligated To Get It Repaired If The Damage Is Not Due To Normal Usage.



Stolen Vehicles Information About Stolen Vehicles Or Stolen Parts Of The Speedon Cars Vehicle Must Be Immediately Reported By The User To The Nearest Police Station With A Detailed Written Complaint Based On Actual Facts And A Copy Of The Acknowledged Complaint Should Be Provided By The User To Speedon Cars. Users Shall Ensure That Such Information About Lost Vehicles Shall Not Contain Any Discrepancy, Inconsistencies Or Distortions From Actual Facts As The Same Would Be Detrimental To A Valid Insurance Or Other Claim By Speedon Cars. The User Will Be Liable For Any Loss Due To A Discrepant, Inconsistent Or Distorted Complaint By The User.

## Safety

Seat Belts And Child Restraints - User Is Responsible For:

Complying With All Applicable Seat Belt And Child Restraint Laws;

Protecting All Children By Properly Using Any Child Passenger Restraint System That Complies With The Motor Vehicle Safety Standards In The Jurisdiction Where The Trip Is Initiated And Where The Speedon Cars Vehicle Is Driven During Such Trip.

Each Time The User Parks A Speedon Cars Vehicle (Either At The End Of The Reservation Or During The Time Of Reservation), The User Shall Be Responsible For Securing The Vehicle In Conditions Such As Closing Of Windows And Locking The Car.

## Breakdown Or Incidents

All Breakdowns Or Incidents Pertaining To Speedon Cars Vehicles Must Be Reported To Speedon Cars.

In Case Of An Incident Involving Property Damage Or Involving Any Third Party, The User Must Fill Out An Official Police Report Form, And, If Possible, Provide A Jointly Agreed-Upon Statement, Complete Speedon Cars's Incident Report Form, And Obtain The Following Information:

Date, Time, And Place Of Incident;

The License Plate Numbers Of Any Other Vehicles Involved, Their Make And Year, Their Identification Number (Serial Number), And The Insurance Certificate's Number (With Name, Address And Phone Number Of The Insurance Agent);

The Names, Addresses, Driver's License Numbers Of The Persons Involved In The Incident;

The Name, Address, And Driver's License Number Of The Owner Of The Vehicle;

The Name, Addresses, Phone Number Of Witnesses, Passengers, Other Involved Persons;

Circumstances Of The Incident Describing Immediate Surrounding Environment And Car Position Prior To The Incident; And

## Traffic Violations

All Traffic Violations By A User Shall Be Notified To The Authorized Representative Of Speedon Cars As Soon As Possible Within The Prescribed Deadline For The Violation.

The User Shall Further Notify Speedon Cars Of Any Traffic Violation Notices Found On A Vehicle At The Time Of Vehicle's Delivery To User.

All Traffic Violations Will Be The Responsibility Of The User If They Occur During The Time Period During Which The User Is Responsible For The Speedon Cars Vehicle. In The Event Of Any Fines Or Penalties Imposed By Any Governmental Authority For Traffic Violations, The Same Shall Be Borne By The Reserving Users.

The User Shall Not Leave A Vehicle In A Zone Which Has Parking Restrictions. If The User Leaves The Vehicle In Such A Restricted Zone, The User Must Immediately Notify Speedon Cars, And Shall Be Responsible For Any And All Violation Notices Or Towing Charges Incurred By Speedon Cars.

## Roadside Assistance

Speedon Cars Makes Reasonable Best Efforts To Provide Roadside Assistance Support In All Cases.

## Payments Policy

The Users Will Be Required To Pay The Fees For The Duration Specified By The Users At The Time When Such Booking Is Being Made, Or At The Time Of Physical Delivery Of The Speedon Cars Vehicle To The User. The Fees Shall Be Such As Specified On The Website, For Each Speedon Cars Vehicle And May Be Accessed By The User.

Payments By The User May Be Made With The Use Of Credit Card / Debit Card Or Other Netbanking Facilities. User Is Under An Obligation To Ensure That The Account From Which The Amounts Are To Be Collected Have Sufficient Funds Or Credit Available To Cover Any Charges. The User Is Solely Responsible For Any Associated Bank Or Credit Card Charges Or Fees. The User May Be Charged A Processing Fee For A Declined Credit Or Debit Card Payment.

In The Event The User Defaults On Any Payments, Speedon Cars Is Entitled To Charge Remainder Fees And Default Interest At The Rate Of 24% Per Annum. In Addition, Speedon Cars May Utilize Third Parties To Collect Amounts Owed To Speedon Cars By A User. Speedon Cars Reserves The Right To Report The Delay To Credit Rating Agencies

With All Fees Mentioned Above, Speedon Cars Reserves The Right To Prohibit A User From Making A Subsequent Reservation Until All Outstanding Fees In The User's Account Have Been Paid In Full. In The Event A Fee Is Incurred, Users Will Receive An Email Invoice From Speedon Cars That Will Have Detailed Payment Instructions.

## Revocation Of License

Should Any User's Driver's License Expire Or Be Revoked, Authorization To Drive Speedon Cars Vehicles Shall Expire Immediately. Speedon Cars Shall Be Notified Of Such Revocation By The User By E-Mail                      Forthwith                      Upon                      Such                      Revocation.

#### Suspension/Termination

Speedon Cars May Immediately Suspend Or Terminate The Use Of Its Service By Any User Who Does Not Meet Speedon Cars's Driving Eligibility Requirements Or For Any Unreasonable Or Inappropriate Use Of A Speedon Cars Vehicle, As Determined By Speedon Cars In Its Sole Discretion Or For Violation      Of      Any      Of      Provisions      Mentioned      In      This      Agreement.

Speedon Cars Reserves The Right, At Its Sole Discretion, To Suspend Or Terminate The Use Of Its Service By Any User For Inappropriate Noises Or Driving Feel, Including But Not Limited To Warning Lamps,      Indicators,      Inappropriate      Sounds      Or      Smells,      Or      Performance      Changes.

Speedon Cars Reserves All The Right To Cancel Any Booking And Recall The Vehicle At Any Point In Time. Likewise. Speedon Cars Reserves Sole Discretion In Serving Any Individuals & Organisations. Speedon Cars Reserves The Right, At Its Sole Discretion, To Suspend Or Terminate The Use Of Its Service By Any User And Shall Charge A Damage Fee, A Cleaning Fee, Or Other Applicable Fees, If Speedon Cars Is Not Notified Of A Problem At The Start Of Reservation

#### Indemnification

User Indemnification And Holds Speedon Cars, Its Parent And Affiliates And Their Respective Directors, Officers, Employees, Shareholders, Agents, Attorneys, Assigns And Successors-In-Interest Harmless For All Losses, Liabilities, Damages, Injuries, Claims, Demands, Costs, Attorney Fees And Other Expenses Incurred By Speedon Cars Arising From A Breach Of The Terms As Specified Herein:

#### Penalty

Every User Who Violates The Law Or Any Of The Provisions Of This Agreements Or The Rules Setup By Speedon Cars And Could Face Legal Action And Shall Be Responsible For All Damages, Liability, And              Fines              As              Mentioned              In              The              Fee              Policy

#### Data Protection

Speedon Cars Captures, Stores, Processes And Uses The Customer's Personal Data, Including, But Not Limited To, The Usage And Vehicle Data As They Relate To The Customer, To The Extent This Is

Necessary For The Administration And Implementation Of This Agreement And The Customer's Use  
Of The Speedon Cars Vehicle.

Should Third-Party Services Be Used, Speedon Cars Is Entitled To Forward To The Third-Party Service  
Provider The Customer's Personal Data, To The Extent This Is Required In Order To Fulfill  
Customership Or Use Requirements.

Speedon Cars Is Entitled To Provide Customer's Personal Data To Third-Parties For The Purposes Of  
Providing Individualized Offers, Services, And Other Customized Information To Customers.

Speedon Cars Shall Implement And Maintain Reasonable Procedures For Protecting Sensitive  
Personal Information In Compliance With Applicable Law.

Speedon Cars Shall Be Entitled To Disclose Information Of The User to Speedon Cars's Parent  
Company And To All Companies Controlled By Speedon Cars Or Any Of Its Affiliates And To Any  
Government Body As Required By The Law/ Or By Directive/ Or Request From Any Government Body  
Or To Any Third Party Deemed Fit And Proper By Speedon Cars, In Its Absolute Discretion.

Please Refer To The Privacy Policy As Contained On The Website Which Shall Be Applicable To  
Information And/Or Data Provided By The Users.

#### Dispute Resolution

In The Event Of Any Disputes, Differences, Controversies And Questions Directly Or Indirectly Arising  
At Any Time Hereafter Between A User And Speedon Cars Or Their Respective Representatives Or  
Assigns Under, Out Of, In Connection With, Or In Relation To, These Terms (Or The Subject Matter Of  
These Terms) Including, Without Limitation, All Disputes, Differences, Controversies And Questions  
Relating To The Validity, Interpretation, Construction, Performance And Enforcement Of Any  
Provision Of These Terms, (Hereinafter Referred To As A "Dispute"), The Same Shall Be Referred To  
Binding Arbitration At The Request Of The User Or Speedon Cars, In Writing, In Accordance With The  
Arbitration And Conciliation Act, 1996 Or Any Statutory Modification Or Alteration Thereof For The  
Time Being In Force. The Arbitral Tribunal Shall Comprise A Sole Arbitrator To Be Appointed By  
Speedon Cars Whose Decision In Relation To Any Such Dispute Shall Be Final And Binding On The  
Parties Hereto.

The Arbitration Proceedings Shall Be Conducted In The English Language. The Seat Of Arbitration  
Shall Be In New Delhi.

The Costs Of Arbitration Shall Be Fixed By The Arbitral Tribunal And The Tribunal In The Final Award  
Shall Specify

The Party Entitled To Costs;

The Party Who Shall Pay The Costs;

The Amount Of Such Costs; And

The Manner In Which The Costs Shall Be Paid. For The Purpose Of This Clause, 'Costs Of Arbitration' Shall Mean The Fees And Expenses Of The Arbitrator, Legal Fees And Expenses, Any Administrative Fees And Any Other Expense Incurred In Connection With The Arbitral Proceedings And The Arbitral Award.

No Party Or Person Involved In Any Way In The Creation, Coordination Or Operation Of The Arbitration Of Any Dispute May Disclose The Existence, Content Or Results Of The Dispute Or Any Arbitration Conducted Under This Agreement In Relation To That Dispute Save As Required In Order To Enforce This Clause And / Or Any Arbitral Award Made Pursuant To These Terms.

#### Governing Law

These Terms Shall Be Governed By And Interpreted And Construed In Accordance With The Substantive Laws Of India, Without Regard To The Conflict Of Laws Provisions Thereof. The Courts In New Delhi Shall Have Exclusive Jurisdiction On All Matters Pertaining To This Agreement.

User Must Not Aid Or Encourage The Filing Of Any Third-Party Claim Or Lawsuit Against Speedon Cars, And User Must Cooperate Fully With Speedon Cars And Speedon Cars's Insurer In The Investigation And Defense Of Any Claim Or Lawsuit.

User Must Immediately Notify And Deliver To Speedon Cars Every Summons, Complaint, Document, Or Notice Of Any Kind Received By User In Any Way Relating To An Accident, Theft, Or Other Circumstances Related To The Speedon Cars Vehicle.

#### Severability

If Any Term, Provision, Covenant Or Condition Of This Agreement Is Held Invalid Or Unenforceable For Any Reason, The Remainder Of The Provisions Will Continue In Full Force And Effect As If These Terms Had Been Executed With The Invalid Portion Eliminated. The Parties Shall Substitute For The Invalid Provision A Valid Provision That Most Closely Approximates The Intent And Economic Effect Of The Invalid Provision.

Customer Represents That He Or She Has Not Relied On Any Representation, Assertion, Guarantee, Warranty, Collateral Contract Or Other Assurance, Except Those Set Out In These Terms, Made By Or On Behalf Of Any Other Party Or Any Other Person Or Entity Whatsoever, Prior To The Execution Of This Agreement.

Waiver Failure To Exercise And Delay In The Exercise Of Any Right, Power Or Privilege Hereunder By The Company Shall Not Operate As A Waiver Thereof Nor Shall Any Single Or Partial Exercise Of Any Right, Power Or Privilege Preclude Any Other Or Further Exercise Thereof Or The Exercise Of Any Other Right, Power Or Privilege. The Rights And Remedies Provided In These Terms Are Cumulative And Not Exclusive Of Any Rights Or, Remedies Otherwise Provided By Applicable Law.

Assignment Or Transfer The Rights Granted To The User Under These Terms Are Not Assignable Or

Transferable, In Whole Or Part. Any Attempt To Transfer Any Rights Without The Written Consent Of Speedon Cars Shall Be Void And Shall Have No Force And Effect. Speedon Cars Shall Have The Sole Authority To Assign This Agreement To An Affiliate Or To Another Entity In Connection With Any Other Corporate Transaction.

## Cookies

Speedon Cars Use Various Technologies, Including “Cookies”, To Collect Non-Identifiable Information. To Enhance Speedon Cars’s Services, Speedon Cars Shall Use Cookies, Sent By Speedon Cars Or Its Third Party Vendors, Or Other Technologies. Users May Control The Effect Of Cookies Through His/Her Browser Settings, However Some Features Of Speedon Cars’s Service May Not Work Properly If The Use Of Cookies Is Disabled.

Speedon Cars Shall Also Use Web Beacon Or Other Technologies, Often In Conjunction With Cookies, To Enhance Its Service On A Number Of Pages Of Speedon Cars’s Website. A Non-Identifiable Notice Of A Visitor’s Visit To A Page On Speedon Cars’s Site Is Generated And Recorded, And Which May Be Processed By Speedon Cars Or By Speedon Cars’s Suppliers. To Disable Some Of These Features, Users May Disable Cookies In The Web Browser’s Settings. Web Beacon And Other Technologies Will Still Detect Visits To These Pages, But The Notices They Generate Are Disregarded And Cannot Be Associated With Other Non-Identifiable Cookie Information.

Links To Third Party Websites: Speedon Cars’s Website May Contain Links To Third-Party Websites, Products, And Services. Information Collected By Third Parties May Include Things As Location Data Or Contact Details, As Governed By The Privacy Practices. Speedon Cars Encourages Its Users To Learn About The Privacy Practices Of Those Third Parties.

Information Security: Speedon Cars Take Precautions – Including Administrative, Technical, And Physical Measures – To Safeguard Its Users Personal Information Against Loss, Misuse Or Theft, As Well As Against Destruction, Alteration, Disclosure And Unauthorized Access But Does Not Guarantee The Complete Security Of Such Personal Information.

When A User Uses Speedon Cars’s Services Or Post On The Site, Some Of The Personal Information The User Share Shall Be Visible To Other Users And Can Be Read, Collected, Or Used By Them. The User Shall Be Held Responsible For Such Personal Information The User Chooses To Submit In These Instances. The Users Shall Be Further Responsible For Maintaining The Confidentiality Of Its Account And Password And Every User Shall Agree To Accept The Responsibility For All Activities That Occur Under His/Her Account Or Password.