

PRIVACY POLICY FOR DRIVERS/OWNERS

- I. Your privacy policy matters to VAOO. By accepting the Drivers terms and conditions, you agree to the terms of this privacy policy. Please review the following carefully so that you understand our privacy practices. If you do not agree to this Privacy Policy, do not accept the Terms and Conditions or use our facilities, benefits, products, Services.
- II. This Privacy Policy specifically applies to Driver(s)/Owner(s). All the information created, submitted, registered by you to provide your service to Consumer by using the facility/benefit of VDR Portal/APP is collected for the purpose of betterment of VDR Portal/APP and to give better benefits, facility, services, products of VDR Portal/APP to Drivers & Customers.
- III. All the information whether created, submitted, registered, acquired from third party or any other source and submitted by the Driver/Owner may be used for the betterment, modification, protection of VDR Portal/APP and its valid users.
- IV. VAOO may collect personal information related to Driver(s)/Owner(s) such as name, Contact details, E-mails, Phone numbers, Personal Pictures, Vehicle pictures, Current & Permanent Residential Address, Present & Past Employment details, Personal & Professional references, Family members details, Photo IDs issued by the Government authorities, any other information generated and/or acquired while giving your transportation service to Consumer by using the facility of VDR Portal/APP, any other information generated while using any other facilities, benefits, services, products of VAOO and/or VDR Portal/APP, Vehicle Loan related information, Vehicle insurance information, PUC information and any other statutory information related to vehicle

and/or Driver/Owner as required by the applicable laws of Government of India for providing his/her transportation services to Consumer by using facility/benefit of VDR Portal/APP based platform. VAOO may collect such information through electronic medium and/or in physical form.

- V. The Driver(s)/Owner(s) agrees & gives consent while providing their transportation service(s) by using facility/benefit of VDR Portal/APP, VAOO shall collect all such information regarding his and vehicle location, Geographic details, GPS details with Timing & Date & any other information which is necessary for the safety of consumer, driver and as per the applicable laws of the country.
- VI. The Driver/Owner agrees & gives consent to give all transaction related information while performing, providing service by using the facility/benefit of VDR Portal/APP to VAOO. VAOO shall collect all such information related to transaction whether it is in the mode of Cash, VAOO Money, VAOO Credits, Online transaction, Debit/Credit card.
- VII. VAOO may collect all the information related to Device use by the Driver/Owner for providing service by using the facility/benefit of VDR Portal/APP including hardware details, device type, Wi-Fi details, IP information, cookies, links, downloading content or any other electronic communication related information etc.
- VIII. VAOO may share such information to any other Third Party Agency for the purpose of background verification process. The Driver/Owner shall agree and give his consent to share such information to be shared with any third party agency appointed and/or authorised by VAOO for background verification process, and to any kind of Law Enforcement Agencies of GOI and as per the applicable laws of GOI as & when

requested, demanded by such agencies. We may share your information, including your Protected Information and Usage Information with third parties for any purpose, including but not limited to, conduct data analysis, determine and customize facility, benefit, product or service offerings, to improve the facility, products, benefits or Services or to make any other additional facilities/benefits/products/ services available to you.

- IX. By using our APP, it is implied that we can collect, disclose, share and use the information provided by you as per the terms and conditions of this Privacy Policy.
- X. We shall not be liable for disclosure of the Personal Information when done in accordance with this Privacy Policy.
- XI. Notwithstanding, anything contained in this Privacy Policy or elsewhere, VAOO shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).
- XII. A "Force Majeure Event" shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- XIII. From time to time, we may update, amend this Privacy Policy to reflect changes to our information practices. Any changes will be effective immediately upon the posting of the revised Privacy Policy which will reflect on the VDR Portal/APP. We encourage you to periodically review

this page for the latest information on our privacy practices. As and when, the necessary amendments, modifications, alterations, removal, corrections shall be made in this Privacy Policy the same shall be immediately updated on the VDR Portal/APP and shall be binding to the Driver(s)/Owner(s).

XIV. The Privacy Policy is subject to change at any time without prior notice to You, and we bear no responsibility for updating You on the same. Any changes will be effective upon posting of the revisions on the APP.

XV. ARBITRATION & JURISDICTION

- i) In the event of any dispute or differences between the parties or question, which may arise at any time hereafter, between the parties hereto, touching the true construction and meaning of the terms and conditions of this agreement including exhibit(s), as also in respect of the rights and liabilities of the parties hereto, shall be referred to the arbitration of Sole Arbitrator, as mutually agreed upon by and between the parties hereto, in accordance with the Arbitration and Conciliation Act, 1996 and/or modification and/or amendments thereto.
- ii) In the event that the parties are unable to agree to appoint the Sole Arbitrator mutually, then the Sole Arbitrator shall be appointed under section 11 of Arbitration and Conciliation Act, 1996 by making an application by any party.
- iii) The Arbitration award shall be final and binding on the parties hereto. The arbitration proceedings shall be held in Mumbai and must be in English language. The Courts at Mumbai shall have exclusive jurisdiction with respect to this agreement.

