

DRIVERS/OWNERS TERMS AND CONDITIONS

This Agreement is an electronic record as per terms of Information Technology Act, 2000 and Rules, Regulations and as per the regular amendments, thereunder or any other applicable laws which deal with electronic records & documents. This is a computer system generated electronic record and it does not require any physical or digital signatures. By clicking on the **“I ACCEPT”** button on this electronic contract you are consenting to be bound by this agreement along with all its term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) and various exhibits attached to this agreement.

If in case, you do not accept any of the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), exhibit(s), then please do not use the VAOO Driver Portal/APP (VDR Portal/APP) or any other interrelated services of VAOO Technology Platform or avail any kind of services being provided therein.

The Language of this Agreement is English. If in case, you do not understand or are not comfortable with the language of this agreement then you can take help for necessary guidance and/or consultation of an expert.

This Agreement is made between VAOO Adtech Pvt. Ltd., a company registered under the provisions of the Companies Act, 2013 and all Rules & Regulations, thereunder and having its corporate office at 30, Record House, Government Industrial Estate, M. G. Road, Kandivali (W), Mumbai – 400 067, Maharashtra, India, India (hereinafter, referred to as **“VAOO”** which expression shall mean and include its authorised representatives, successors-in-office, affiliates and assigns) on the ONE PART; AND

An individual who has the desire to register himself / herself with VAOO Driver Portal/App (VDR Portal/APP) as a Driver who wants to avail the facility and desired to take benefit of technology platform of VAOO and who drives his own vehicle or may be employed as a Driver under a third party and/or Employer and has all the necessary permits, licenses, documents to give service as Driver, (hereinafter referred to as "Driver/Owner") of the OTHER PART.

VAOO ADTECH PVT LTD ("VAOO") and the "Driver/Owner" shall hereinafter individually be referred to as "Party" and collectively as "Parties".

ANNEXURES TO THE TERMS AND CONDITIONS

1. Annexure "A" – Personal Registration Details Driver/Owners
2. Annexure "B"- Vehicle registration details of Driver(s)/Owner(s)
3. Annexure "C"- Commercial & Business Terms for Drivers
4. Annexure "D"- Strict Code of Conduct for Drivers/Owners
5. Annexure "E"- Eligibility

Annexure - A, B, C, D, E and/or any other further Annexure introduced by VAOO in conjunction to this agreement shall be collectively referred to as "Annexures".

WHEREAS VAOO, owns and operates as Technology company Only to provide a Tech based solution to transportation system and to provide products, services and facilities through such platform to be called as VAOO Technology Platform (VTP) for the person who wants to take benefit and use of facility of such platform to provide his/her services as a Driver/Owner. VAOO shall bring various kinds of upgrades from time to time in the VAOO Technology Platform-VTP, and in its Modules, facility, products and any other software or services that enables the use

of the application or such other URL as may be specifically provided by VAOO, which lists and aggregates the Driver(s)/Owner(s) desire to be registered with VAOO Driver Portal/APP and/or vehicle registered with it to provide their own transportation service by the use of facility of the Platform

AND WHEREAS, on the basis of the representations, assurance, valid documents and warranties provided by the Driver/Owner, VAOO may agree to register the Driver(s)/Owner(s) and/or their vehicles on the VAOO Driver Portal/APP to be register user who wants to take benefit of platform or facility user of technology platform provided by VAOO to provide their transportation services in accordance with the terms and conditions as hereinafter provided.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

1. DEFINITIONS

1. **Account:** means the account created by the Driver/Owner on the VDR PORTAL/APP for using and accessing its benefits, facility, products, services.
2. **Applicable Laws:** All the existing applicable laws with their rules, regulations, guidelines, regular notifications, regular amendments of GOI, GOMH and/or any other state Government and/or local Municipal Corporations or institutions and/or the Union Territories of the Union of India and/or any judgements made in respect to such laws, rule, regulations by Supreme court of India and by any other High Courts of respective states of the Union of India

3. **Advertising Entity or Companies:** means the entity which may post their content, ads and request for feedback on VUSR Portal/App, VDR Portal/App by using the services, filters, available on VTP as per the appropriate campaign chosen by the entity to reach the Target audience.
4. **Business Day:** means any day on which banks in the City of Operation are open for business and functional to give services to their Consumers.
5. **Booking Request:** The request for transportation service and/or journey to reach at destination of choice, made by Consumer(s) registered on VUSR Portal/APP and that request is allotted to the Driver/Owner registered with VDR Portal/APP to provide his/her Transportation Service to Consumer(s).
6. **CitOp:** shall mean the city of operation and it is the city in which Driver(s)/Owner(s) accepted this Driver/Owner Terms and Conditions by accepting the legal consent.
7. **Content:** Any kind of text, graphics, images, videos, animation, gif, themes, Ads, user interface, visual interface, web content, app content, codes of software and/or hardware, artwork, design, structure, architecture, framework of such content including but not limited to choice, selection, expression, sharing, look, feel, listen and any kind of arrangement of such content contained on VTP or any of its products, facility, services which is owned, licensed, controlled and/or copyrighted and protected as per applicable laws.
8. **User/Consumer/Rider:** An individual who has registered himself/herself with VUSR Portal/APP to use facility and desire to take the benefit of technology platform of VAOO and after giving his/her legal consent to join and to avail and to take benefit of all or any of its services,

products, facilities through VUSR Portal/APP as and when they are officially updated and made available for users. The words User, Consumer and Rider shall be used interchangeably, but, shall have the same meaning as per the definition

9. **Driver:** An individual who is registered with VAOO Driver Portal/App (VDR Portal/APP) as a Driver who wants to use facility and desired to avail the facility of the technology platform of VAOO and who drives his own car/vehicle or may be employed as a Driver under a third party and/or Employer and/or any such other person and has all the necessary valid permits, licenses, documents to give service as Driver, as per the applicable laws and which satisfies all the terms, conditions, policies and procedures of this Driver/Owner Terms and Conditions Agreement.
10. **Fare:** It shall mean the amount payable to Driver which is reflected on the VDR Portal/APP and VUSR Portal/APP after completion of the transportation journey/trip request. The Driver(s)/Owner(s) gives his consent by accepting this Driver/Owner Terms and Conditions to review & revise the fare as per Market conditions and as permitted by applicable laws.
11. **Force Majeure:** Any kind of circumstance or situations which are beyond human capacity to control and during which the normal way of performing or giving service or act is not possible and as mentioned in the Clause of Force Majeure.
12. **Journey Request:** shall mean when the Consumer's booking request is accepted by the Driver and an OTP issued to consumer is shared with the Driver and cross verified with the VDR Portal/APP and

VTP, from that moment till completion of journey to the destination as registered on the VUSR Portal/APP by the Consumer.

13. **Operator:** An Operator is a person who will bring / attract/ attach/provide, the Driver(s)/Owner(s) to be registered with VDR Portal/APP to provide service to Consumer(s) registered with VUSR Portal/APP, by using the VTP created by VAOO to provide tech base solutions to transportation system. An Operator can be an Individual, Sole Proprietor Firm, Partnership Firm, LLP, Private/Public Limited Company, NGO.
14. **Owner/DCO:** An individual who owns a vehicle or a fleet of vehicles and registered with VAOO Driver Portal/App (VDR Portal/APP) as an Owner or as an Driver Cum Owner(DCO), and who wants to avail the facility of technology platform and who shall drive his own vehicle and/or employs or hires any other person, as a Driver who must be registered, with VDR Portal/APP, to drive his vehicle and has all the vehicle documents, certificates & necessary permissions including Loan and/or lease documents if the vehicle has been purchased through loan or given on lease to any other person or any other entity, and necessary permits, licenses, documents of person for owning and driving a Vehicle, as per the applicable laws of and which satisfies all the terms, conditions, policies and procedures of VDR Portal/APP.
15. **Portal:** It shall mean a web portal/website and/or any software applications, mobile applications, programs, Driver APP, VAOO APP and any other such apps, services, products, facility of VTP and VAOO.

16. **Ride/Journey/Trip:** means the travel in the vehicle of the Driver/Owner registered with VDR Portal/APP by the User/Consumer/Rider registered with VUSR Portal/APP for which a fare is to be paid as per the APP. The words Ride, Journey and Trip shall be used interchangeably but mean the same
17. **Rejection Percentage:** shall mean the percentage of cancellation and/or rejections done by the Driver(s)/DCO of total number booking request allotted to him/her for the month, which are made by the Consumer, after he/she logged in to the VDR Portal/APP and made himself available to provide service through VTP.
18. **Term period:** means the period commencing from the date of acceptance of Driver/Owner Terms and Conditions by the Driver/Owner up to the date of termination of this Driver/Owner Terms and Conditions.
19. **“Terms and Conditions” or “Driver/Owner Terms and Conditions”:** means this agreement with all the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) and exhibits and annexures if any attached to this agreement, which is available on the VDR Portal/APP and binding on the Driver/Owner after they accept the legal consent of VDR Portal/ APP and shall be referred as Driver/Owner Terms and Conditions hereinafter. This agreement may be amended, updated from Time to Time.
20. **VAOO:** VAOO AdTech Pvt. Ltd, company registered under Companies Act, 2013 and rules, regulations thereunder and which owns tech base platform VAOO Technology Platform(VTP) to

provide, services, facility of online booking platform as a marketplace for transportation system.

21. VAOO Technology Platform (VTP): The web based and/or app based software application designed, created by VAOO, to provide tech base solution to transportation system and to provide tech base online booking platform as a Marketplace and which consist of various modules, services, products, facilities which may or may not be inter-related to each other, including VAOO CABS facility and/or any other facility, services, products provided by VAOO and/or consist of apps like VAOO Driver Portal/APP, VAOO Portal/APP, etc.. and other facilities, products, services of different kind which may be paid or unpaid and can be termed as **VTP** hereinafter.

22. VAOO CABS: VAOO CAB is one of the facility provided for the benefit of user such as (Driver, DCO, Vehicle Owner and Consumer) of VTP and it includes facility of tech base online booking platform as Marketplace for the facility users like Driver/Owner and Consumer and for which VAOO may not charge any monetary consideration from this facility user and whereas the Driver/Owner avail the facility of VDR Portal/APP to provide his/her transportation service and the Consumer for availing the transportation service avail the Facility of VUSR Portal/APP, which are part of VTP.

VAOO Portal/APP (VUSR Portal/APP): An electronic interface application which is product of VAOO and VTP and a facility solely created for the benefit of Consumer(s) who desire to get register with VAOO Portal/APP to use facility of Transportation service provided directly by the Driver/Owner registered with VDR Portal/APP by using

VAOO's Technology platform, as market place, can be termed as **VUSR Portal/APP** hereinafter.

23. **VAOO Driver Portal/APP (VDR Portal/APP):** an electronic interface application which is product of VAOO and VTP, and a facility solely created for the for the Driver(s)/Owner(s) who desire to get registered on VAOO Driver Portal/APP to provide their own Transportation service by availing the facility of VAOO's Technology platform as market place to the Consumer(s) registered with VUSR Portal/APP and can be termed as **VDR Portal/APP** hereinafter.
24. **VAOO Credits:** shall means credit(s)/point(s) which Consumer can get by using various services, watching advertising material, content and which can be used for payment of Fare or charges of vehicle which they have hire by using the tech base platform of VAOO Portal/APP. These points can be used for payment to Driver/Owner and for payment or subscription of various services, products which may be provided by VAOO as and when introduced and/or in future.
25. **VAOO Driver Help (VDH):** shall mean driver support team which is created by VAOO solely for the support of Drivers for providing guidance, instruction to Driver(s) registered with VDR Portal/APP and to help to solve queries related to VDR Portal/APP.
26. **Vehicle:** shall mean Motorcabs for public transportation as defined under the Motor Vehicles Act, 1988 and includes cars, autorickshaw and any other vehicle within the definition of "Motorcabs" as per the provisions of the Motor Vehicles Act, 1988.

27. **Wallet:** shall mean the prepaid electronic payment instruments of VAOO which will be credited by VAOO after watching the complete advertisement and/or the content as displayed by VAOO from time to time and Wallet can be credited by the Consumer by selecting mode of payment as CARD, VAOO Money to pay the fare. OR wallet can be any other third party prepaid electronic payment instruments, available for payments in/on the VTP and other facilities, services of VTP and VAOO, which has all the necessary approvals as per the applicable laws and respective government authorities and/or institutions.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement states all the terms, conditions, policies, procedures between VAOO Adtech Pvt. Ltd., India, and individual(s) intending to join us as Driver(s) and/or Owner(s) as a facility user or who wants to take benefit of technology platform to provide their own transportation service to consumer registered with VUSR Portal/APP.
- 2.2 These Terms & conditions are for the Driver(s)/Owner(s) registered with VDR Portal/APP. All the drivers shall strictly follow & adhere to these Driver/Owner Terms and Conditions, while performing their service(s) by using the facility of and through VDR Portal/App. These Driver/Owner Terms and Conditions are effective as & when you accept to this Driver/Owner Terms and Conditions and Privacy Policy, to be registered with VAOO through VDR Portal/App.

- 2.3 The Driver/Owner shall agree that, the VAOO and its VTP is just an intermediary, and an online market place between the Driver(s)/Owner(s) register with VDR Portal/APP, and the consumer(s) who registered with VUSR Portal/APP and wants to avail transportation service provided by the Driver/Owners by using the facility and benefit of this technology platform as a market place. The VTP and its VDR Portal/App is only a platform from where the Driver(s)/Owner(s) shall offer their own transportation service to the Consumers. The Contract for availing and providing such service shall be a contract solely between the Driver(s)/Owner(s) and Consumer. At any time or no time VAOO shall be liable or have any obligations with respect to such contract made between the Driver/Owner and the Consumer. VAOO and VTP is just a technology platform facility provider and Driver/Owner are availing the platform and are facility user of the same.
- 2.4 The Driver(s)/Owner(s) confirms and undertakes and is agreed, that VAOO does not own/have possession or in any way control the vehicle used by a Driver/Owner, rendering the said service to the Consumer availing the service through VUSR Portal/APP as a facility user. VAOO shall not be held liable or responsible in any manner whatsoever for any insufficiency or deficiency of the service and/or for non-availability of vehicle or transportation services rendered by the Driver/Owner to the Consumer. VAOO does not make any representations or warranties regarding the quality of the service provided by the Driver(s)/Owner(s) and the Driver(s)/Owner(s) shall be solely responsible for the same.

3. RELATIONSHIP BETWEEN PARTIES

- 3.1 The Driver/Owner shall operate as & have the status of an independent contractor and he/she is just a facility user of the technology platform and shall not act/operate/perform as or be or construed to be an agent or employee or authorise representative of VAOO at any point of time while performing/providing his service/duties with respect to Consumer and/or while as a facility user respect to VAOO and VDR Portal/APP
- 3.2 The relationship between the parties is on a Principal-to-Principal basis, and none of the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) or Entire Agreement as a whole along with Exhibit(s) and/or, shall be interpreted/assumed/understood as creating the relationship of employer and employee between the Driver(s)/Owner(s) and VAOO at any time, under any circumstance(s) or for any purpose(s).
- 3.3 The Driver(s)/Owner(s) at any time, shall not be entitled, to any employee benefits, statutory or otherwise, offered by VAOO, to its employees including but not limited to wages, salary, vacation pay, sick leave, gratuity, retirement benefits, social security, compensation, health or disability benefits, employee insurance protection or employee benefits of any kind. The Driver(s)/Owner(s) agrees not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of VAOO. The Driver/Owner does not have any authority /power to create, modify or terminate a contractual relationship(s) of any kind between

VAOO, its directors, employees and/or any other third party or bind VAOO in any respect.

4. INSPECTION

- 4.1 VAOO shall be entitled to call upon the Driver(s)/Owner(s) for review and inspection of the Vehicle at any time. On being called upon for inspection, the Driver/Owner shall report to the designated offices of VAOO within three (3) days from the date of the request and confirm its prior appointment as per schedule and as per the availability of person or organization who shall do inspection of vehicles.
- 4.2 The Driver(s)/Owner(s) shall fully cooperate with VAOO in conducting such inspection of the Vehicle. The Vehicle inspection shall be performed by the authorised person appointed by VAOO or by any other government authorized person as per the respective applicable Acts, Rules & Regulations of the Government of India & the Government of Maharashtra in respect to Road safety, public safety, Vehicle safety or any applicable laws related to the public or private transportation system. The Driver(s)/Owner(s) shall fully co-operate with the Vehicle inspection officer. If the Driver/Owner fails to produce the Vehicle for inspection within the prescribed timeline or does not co-operate with VAOO for inspection, VAOO shall be entitled to take necessary action(s) against the respective Driver/Owner which includes cancellation of registration of

Driver(s)/Owner(s) along with its vehicle with VDR Portal/ APP for temporary or permanent period.

5. ELIGIBILITY TO BE REGISTERED AS DRIVER/OWNER WITH VAOO

- 5.1 The Driver/Owner shall refer Annexure – “E” who wants to register as Driver(s)/Owner(s) with VDR Portal/APP and must satisfy all the necessary criteria mentioned in Annexure- “E”. The person who wants to register as Driver(s)/Owner(s) must be of 18yrs completed and above. The person shall hold valid Driving License, permits and other necessary documents as required by applicable laws and as per the documents mentioned in Exhibit- “A” and Exhibit- “B”.
- 5.2 All the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this Driver/Owner Terms and Conditions along with its exhibits and annexures, and also Privacy Policy separately provided in the VDR Portal/APP, shall be binding to the person who has desire to be registered as Driver(s)/Owner(s) with VDR Portal/APP to avail the facility of VTP to provide his transportation service to the Consumer(s) registered with VUSR Portal/APP, if in case, any person does not agree to any of the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this Driver/Owner Terms and Conditions and separately provided Privacy policy, then such person shall not be eligible to register as Driver/Owner with VDR Portal/APP and cannot raise any objection for the same.

6. REGISTRATION

6.1 An eligible Driver/Owner can register himself as Driver(s)/Owner(s) with the VDR Portal/APP in the following ways after downloading and installing the VAOO Driver Portal/APP on his mobile.

6.1.1 Driver-cum-owner (DCO)

Step 1: The DCO shall register through a new number and enter the OTP received on the number provided for registration.

Step 2: The DCO shall select “Driver-Cum-Owner’ under the category/module for registration.

Step 3: The DCO would be then requested to upload first set of documents, that include personal details such as PAN Card, AADHAR Card, Driving License, Profile Picture, Police Verification and other information as asked for in the APP.

Step 4: Once the aforementioned documents regarding personal details are approved by the VAOO Team, the DCO can proceed with updating and uploading the vehicle documents such as Insurance Certificate, Registration Certificate, Fitness Certificate, Car Photo, Tax Certificate and other documents as asked for in the APP.

Step 5: In the case of rejection of any of the documents by VAOO Team due to any reason, the DCO would have to re-upload the required documents.

Step 6: The DCO is made aware that there are a number of formalities that need to be completed for approval of vehicle related documents

provided by DCO and the final approval shall be given by the VAOO Team.

Step 7: Once all the documents, both personal and of vehicle are approved by the VAOO Team, the VAOO shall then enable the DCO and he is ready to go online and use the facility of VAOO technology platform to provide his service.

6.1.2 Driver

Step 1: The Driver shall register himself through a new number and enter the OTP received on the said number for registration.

Step 2: The Driver shall select “Driver” under the category for registration.

Step 3: The Driver would be then requested to upload first set of documents, that include personal details such as PAN Card, AADHAR Card, Driving License, Profile Picture, Police Verification and other information as asked for in the APP.

Step 4: In the case of rejection of any of the documents by VAOO Team due to any reason, the Driver would have to re-upload the required documents.

Step 5: Once all the documents are approved by the VAOO Team, the VAOO shall then enable the Driver and he is ready to be assigned as a driver and provided with a Driver Unique ID.

Step 6: A DCO or Owner can assign his vehicle to the Driver using the Unique ID of the Driver. The decision and responsibility to

assign a vehicle and to keep or remove the driver shall be completely on the Owner/DCO.

Step 7: Once enabled, the Driver shall get a request, with a 60 second timer limit to accept the driving request and to be assigned as Driver for the vehicle of DCO or Owner.

Step 8: Once the Driver is assigned by a particular DCO or Owner to a vehicle, he can go online and use the facility of VAOO technology platform to provide his service.

6.1.3 Owner

Step 1: The Owner shall register through a new number and enters the OTP received on the number for registration.

Step 2: The Owner shall select “Owner” under the category to be registered.

Step 3: The Owner would be then requested to upload first set of documents, that include personal details such as PAN Card, AADHAR Card, Driving License, Profile Picture, Police Verification and other information as asked for in the APP.

Step 4: Once the aforementioned documents regarding personal details are approved by the VAOO Team, the Owner can proceed with updating and uploading the vehicle documents such as Insurance Certificate, Registration Certificate, Fitness Certificate, Car Photo, Tax Certificate and other documents as asked for in the APP.

Step 5: In the case of rejection of any of the documents by VAOO Team due to any reason, the Owner would have to re-upload the required documents.

Step 6: The Owner is made aware that there are a number of formalities that need to be completed for approval of Vehicle related documents provided by Owner and the final approval shall be given by the VAOO Team.

Step 7: Once all the documents, both personal and of vehicle are approved by the VAOO Team, the VAOO shall then enable the Owner and he is ready to go online and use the facility of VAOO technology platform to provide his service.

6.2 Providing Service by using facility of VAOO Technology Platform:

Step 1: The Driver or DCO would be receiving a booking request for a ride/trip/journey, with a 20 second timer to accept or reject the ride. The ride would be automatically rejected for the Driver if no input is provided by the Driver or DCO.

Step 2: If the Driver or DCO accepts the ride, he/she would then be provided with the details of the Consumer which would include the name of the Consumer, pick-up location, Consumer rating.

Step 3: The Driver or DCO can click on the “Arrived” button once he/she has reached the destination or is close to the destination. The “Arrived” button will not work and will show a warning if clicked without reaching at the pick-up location.

Step 4: On arrival, the Driver or DCO would meet the Consumer (rider) and request for the OTP. Once the OTP is entered by the Driver/DCO in the APP, the trip would start and the map route to reach the destination is shown.

Step 5: The Driver/DCO has an option to navigate using Google Maps which redirects to the Google Maps App with the entered destination. The Driver will however not choose any other route or any other long route to which is not the desired destination

Step 6: The Driver/DCO would have the option to end the trip on reaching the destination or anytime as per Consumer's request. The Driver/DCO would have to click on "Tap when dropped" after reaching the destination or as per Consumer's request.

Step 7: The trip would then be completed and the Driver's App would show the total fare and the amount to be paid alongwith the payment method.

Step 8: If the payment is Cash/Card then the Driver/DCO is responsible to collect the amount from the Consumer as per the Fare shown on the APP. In case of failure in payment by the Consumer, after the appropriate and proper transportation service given by the Driver/Owner, then the Driver/Owner has a right to take necessary legal action as per the applicable laws. And VAOO will be nowhere involved in the non-payment of the fare by the Consumer as the contract between VAOO and the Driver is of principal to principal basis.

Step 9: If the payment method is VAOO Money/VAOO Credits then the Consumer is responsible for the payment. The Driver would receive the fare amount once the Consumer completes the payment.

7. PROCESS OF BOOKING

- 7.1 All the booking request shall be communicated to Driver/DCO only through VDR Portal/APP and by no other communication medium except in such other manner as may be agreed between the parties to these Driver/Owner Terms and Conditions.
- 7.2 The Driver shall follow the necessary guidelines, instruction given in respect of Booking Request.
- 7.3 When booking request is received from consumer, the same shall be allotted to the Driver on the VDR Portal/APP. The Driver shall accept & complete all the booking request allotted to him, in case if any deviation and/or changes to the bookings, the same shall be immediately informed to VAOO by way of SMS/telephonic calls regarding changes, which may affect the booking process.
- 7.4 After allocation of booking request to the Driver, the VAOO shall provide picture of Driver, Contact No. of Driver, vehicle model and type and vehicle number and/or any such information as per the applicable laws to the Consumer who made booking request which shall help Consumer to identify the Driver and Vehicle.
- 7.5 After allocation of booking request to Driver, VAOO shall provide all necessary information for identification and location of the

Consumer which shall enable the Driver to satisfactorily and efficiently provide the service to Consumer. The Driver should treat such information of Consumer in strictly confidential manner.

- 7.6 Once the OTP shared with the Consumer is cross-verified with VDR Portal/APP, VTP, it is considered as journey request and the Driver(s) shall make sure he will complete the Journey request. The Driver(s) shall make sure he will complete all the Journey requests allotted to him without any kind of cancellation by him due to any reason except as per the Consumer's request to end the journey in between, instead of the destination registered by the Consumer in VUSR Portal/ APP.
- 7.7 If in case the Driver/Owner requires any support or guidance or instructions in relation with the VDR Portal/APP and/or booking request then he/she shall immediately contact to VDH for necessary assistance.

8. HANDOVER OR OUTSOURCING

- 8.1 The Driver(s)/Owner(s) shall not Handover, Assign or Outsource any of his/her work or duties or services or task to any other third party person(s) and/or organization(s) and in case of owner except his authorised agent who is registered with VAOO as Driver, who will also be bound by all the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) along with Exhibit(s) and the entire agreement as a whole and separately as per respective term(s), condition(s),

clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this Agreement and it's Exhibit(s). Any kind of decision taken, act(s), behaviour(s), abstain of act or behaviour while giving service to VAOO or to Consumer registered with VUSR Portal/APP, shall be an absolute responsibility of the Driver(s)/Owner(s) along with its consequences.

9. PAYMENT TERMS

In consideration of VAOO providing the Driver's/Owner's and the Vehicle's information on the VDR Portal/App and for enabling the Driver/Owner as a facility user of the platform to provide their transportation services through VDR Portal/APP, various payments, more particularly set out in the Commercial and Business Terms for Driver(s)/Owner(s) annexed hereto as Annexure "C".

10. LICENSE AND PROPRIETARY RIGHTS

10.1 License Grant: Subject to the terms and conditions of this Agreement, VAOO hereby grants the Driver/Owner a limited, non-exclusive, non-transferable, non-sub licensable, non-assignable license, during the term of this Agreement, to the VDR Portal/APP solely for the purpose of the providing transport services to the Consumers and also for settlement of fees between VAOO and the Driver/Owner. All rights not expressly granted to the Driver/Owner are reserved by VAOO.

10.2 Ownership: The VTP,VDR Portal/APP,VUSR Portal/APP and confidential information, including but not limited to all intellectual property rights such as company name, logos, product and service

names, trademarks, services, marks or other indicia of ownership (VAOO Intellectual Property) shall remain (as between the Driver/Owner and VAOO) the property of VAOO. Neither this Agreement nor the Driver's/Owner's use of the VDR Portal/APP conveys or grants to the Driver/Owner any rights: (a) in or related to the VDR Portal/APP, except for the limited license granted as mentioned above; or (b) to use or refer in any manner VAOO's Intellectual Property.

- 10.3 The Driver/Owner agrees that it shall not reproduce, transcribe or make any copies of the VAOO Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such VAOO Intellectual Property.

11. CONTENT

- 11.1 Any kind of information and/or content posted, generated, transmitted by the Driver(s)/Owner(s) to the VDR PortalAPP shall be sole responsibility of that Driver(s)/Owner(s), provided such content or information is not restricted or permitted by applicable laws and/or shall not be infringing or violating any third party and/or consumer(s) right registered with VUSR Portal/APP and/or the rights of any advertising Company providing content through VTP on VUSR Portal/APP and VDR Portal/APP. Also, subject to such information and/or content, the Driver(s)/Owner(s) by accepting this Driver/Owner T& C has given his consent, that all such information

and content will become the property of VAOO and the Driver(s)/Owner(s) has given VAOO the worldwide, perpetual and transferable legal rights for such content.

- 11.2 The Driver/Owner by accepting this Driver & Owner Terms and Conditions, hereby represent and warrant that the Driver(s)/Owner(s) shall have necessary rights and authority to provide, all such posted content and information for VDR Portal/APP.
- 11.3 VAOO shall be entitled to use such content for any kind of business and/or non-business purpose activity allowed by applicable laws, such as advertising, publicity, promotions, etc. as VAOO may use in manner, as it deems fits to VAOO, as per the needs of VAOO, and as allowed as per the applicable laws. The Driver(s)/Owner(s) shall not be entitled for any additional payments, fees, commission, incentives, gifts and/or compensation and/or any other consideration of any form or type for such use of content by VAOO.
- 11.4 While providing service through VAOO, the Driver(s)/Owner(s) shall not copy, reproduce, mirror, modify, duplicate, damage, hamper, hack and/or to any related or derivative work like translations, adaptations, recreations, of version from the content available or generated on the VDR Portal/APP and/or VTP without consent of VAOO and except expressly provided in this Driver/Owner Terms and Conditions.

12. CONTENTS POSTED ON VDR PORTAL/APP

12.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the VDR Portal / App and is an intellectual property of VAOO and is protected under the Applicable Laws.

12.2 The Driver/Owner shall not:

(i) Copy, reproduce, modify, damage, disassemble, decompile, reverse engineer or create, derivative works including, without limitation, translations, transformations, adaptations or other recast or altered versions) from the VDR Portal/App, or any portion thereof;

(ii) Breach, disable, tamper with, or develop or use (or attempt) any work around for any security measure provided in the VAOO Portal /App;

(iii) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violate of third party privacy rights;

(iv) Store or disseminate material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

- v) Use the VDR Portal/APP in a way that infringes or misappropriates a third party's intellectual property rights or personal rights;
- (vi) Use any device, software, or routine to interfere or attempt to interfere with the proper working of the VDR Portal/App or any activities conducted on the VAOO's servers;
- (vii) Copy, sell, sub-license or assign the VDR Portal/App and its rights under these Driver/Owner Terms and Conditions;
- (viii) Distribute, disclose or allow use of the VDR Portal/App by any third party in any format, through any timesharing service, service bureau, network or by any other means; or
- (ix) Merge or combine the VDR Portal/App with any other technology or service provider or APP
- (x) Do not remove any proprietary notice language in all copies of such documents; or
- (xi) use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media or make modifications to any such information; or
- (xii) Do not make any additional representations or warranties relating to such documents.
- (xiv) Driver/ Owner of the vehicle shall be solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other

materials or information posted or transmitted to the VDR Portal App ("Posted Content"), provided that such Posted Content is not restricted or prohibited under Applicable Laws or such Posted Content is not infringing any third party's proprietary rights.

13. REPRESENTATION & WARRANTIES

13.1 The Driver/Owner shall warrant that:

- a) The Driver/Owner age is 18yrs complete and above and he/she is eligible for registration on VDR Portal/APP as Driver(s)/Owner(s) as per this Driver/Owner Terms and Conditions.
- b) He/she is legally competent to accept this contract.
- c) The Driver(s)/Owner(s) shall have all necessary requisite rights, license, permits and required insurance as per the applicable laws and as per this Driver/Owner Terms and Conditions. The Driver(s)/Owner(s) represents that he shall maintain and continue to maintain all local licenses, permits, approvals from respective authorities in respect to vehicle as well as ownership and/or while providing service as Driver as per the applicable laws

13.2 The Driver(s)/Owner(s) hereby warrants that he/she has/have not been convicted by any court of India for any kind of serious crimes or criminal acts including but not limited to moral turpitude, crimes cover under POSCO Act, Crimes against woman, senior citizen, disable persons and/or any other organize crimes.

- 13.3 The Driver(s)/Owner(s) warrants that he/she does not have any kind of pending litigations and/or investigations/enquiry by any law enforcement agency of India which may affect the performance and/or ability to provide the service while registered with VAOO.
- 13.4 Owners shall warrant that, they have the requisite authority and Ownership of Vehicle. If he/she is owner cum driver then he/she shall warrant that he/she has all the permissions, requisite authority to drive the vehicle and he is not bound by any kind of restrictions which will hinder or restrict or disturb his performance by any way while providing service through VDR Portal/APP.

14. DUTIES, OBLIGATIONS, RESPONSIBILITY & EVENT OF BREACHES OF DRIVER(s)/OWNER(s)

A) Duties, Obligations, Responsibility towards VAOO

- 1) The Driver(s)/Owner(s) shall follow all the necessary steps, instructions, guidelines provided by VAOO in respect to installation, registration, updating of VDR Portal/APP.
- 2) The Driver/Owner shall submit all the necessary documents as and when required by VAOO.
- 3) The Driver/Owner shall follow all the necessary instructions, guidelines of authorised VAOO representative and/or VAOO Driver Help at all the times while he is doing, giving and/or performing service/duties while registered with VDR Portal/APP.
- 4) The Driver/Owner shall ensure and confirm that he understands the language of the VDR Portal/APP and shall ensure that he/she

chooses the language that he best understands and also is comfortable with the language he/she chooses from amongst the languages available on the VDR Portal/APP if in case the Driver/Owner has any doubts regarding understanding of the VDR Portal/APP, he/she should immediately contact VAOO Driver Help.

- 5) The Driver/Owner be deemed to be informed & shall also strive to stay informed about the conditions such as bandhs, strikes, curfews, traffic disruptions, weather conditions, any such natural calamities like earthquake, heavy rains, etc. and any such situation(s) that could affect the service(s). The Driver/Owner shall, immediately intimate VDH, and disclose any such aforesaid calamity, disturbance that he/she may become aware of and/or has knowledge of.
- 6) The Driver/Owner shall always assist to carry and keep all the necessary brand and marketing materials of VAOO, including but not limited to its logo while he/she performs his service/duties for VAOO. The Driver(s)/Owner(s) shall not be entitled for any additional payments, fees, commission or incentives for affixing VAOO logo, sticker or any other marketing material inside and/or on their vehicle.
- 7) The Driver/Owner shall always keep all the necessary documents, permission, Permits or any other documents with him as per the applicable laws and for inspection and verification purpose by VAOO as and when demanded to him.
- 8) The Driver/Owner shall always abide by all the laws, rules, regulations with respect to his duties/services as Driver/Owner and

shall follow the necessary instructions, guidelines, orders given by the Law Officer (Police) of the State.

- 9) The Driver/Owner shall be a law abiding person and especially with respect to Traffic or Vehicle related laws, rules and regulations and any other applicable laws.
- 10) If in case the Driver/Owner face difficulties while installation or using the VDR Portal/APP, they should immediately communicate and take help of VDH.
- 11) The Driver/Owner shall not allow or handover the vehicle registered by him/her to any unauthorized person(s) to drive the vehicle. VAOO reserves the right to take any necessary action at its sole discretion for any violation by the Driver(s)/Owner(s), which may extend to but not limited to the termination and/or necessary legal action as per the applicable laws.
- 12) The Driver(s)/Owner(s) shall not do any cancellation of the allotted booking. It is prohibited except in the exceptional circumstances based on a justifiable explanation provided by the Driver. The Driver/Owner shall immediately inform VAOO in case of any cancellation or refusal of allotted booking to him/her. Further, the Driver/Owner hereby agrees such cancellation or refusal to provide service may, lead to a penalty in the form of withholding of part or whole of the Driver Proceeds.
- 13) The Driver/Owner shall bear the cost associated with the maintenance of the Vehicle. Also, all the necessary comprehensive insurance including without limitation, third party insurance and

such other insurance as may be required by the applicable Laws shall be obtained and always regularly maintained, and the Consumer and/or VAOO shall not be liable for taking insurance or paying premium, in respect of the Vehicle or any liability arising out of applying of such vehicle.

- 14) The Driver/Owner shall have their own personal accidental insurance policy and the cost of premium for taking insurance or maintain insurance or any other cost, tax, charges, surcharges related to vehicle shall be borne by the Driver/Owner and the Consumer and/or VAOO shall not be liable for the same.
- 15) The Driver/Owner shall ensure, confirm registration of vehicle at all times and shall hold and keep updated/renewed all licenses, insurance and permits necessary for the use of the Vehicle on the portals & shall follow necessary laws, rules & regulations.
- 16) The Driver/Owner shall not either directly or indirectly, knowingly, unknowingly, intentionally or without intention engage or do any such act or conduct which damages the reputation or goodwill or brand in any manner to VAOO or may be the reason for negative publicity of VAOO.
- 17) The Driver/Owner shall have a functioning mobile number and also have the ability to read the text message, OTP and/ or any other instructions, related to Consumer details and to give feedback related to Consumer.
- 18) The Driver/Owner shall always attend the necessary Training & Coaching Programmes conducted by VAOO or by any authorised

representative of VAOO as per the applicable laws and if VAOO wants to provide any Training, coaching.

- 19) The Driver/Owner shall maintain regularly relevant books, records, accounts in relation to their service provided to Consumers of VAOO and payments collected by cash, online Cards, Wallets or through VAOO credits. If required, by giving reasonable notice, VAOO may conduct an audit and/or may appoint qualified independent auditor to perform the audits. In case of any kind of discrepancies with relation to such book, records, accounts, VAOO may take necessary action including temporary suspension against the Driver/Owner and the same shall be binding on the Driver/Owner.

- 20) The Driver/Owner shall be solely responsible for:

Any nuisance or damage caused to the property of VAOO by the Driver/Owner or

any misbehaviour with VAOO representative(s) and/or employee(s). Misbehaviour

shall include within its purview using abusive language, Physical assault, causing physical harm and making indecent gestures and/or comments; stalking, threatening, disrespect of any kind towards the VAOO representative(s), employee(s) and necessary legal action will be taken against that Driver/Owner as per applicable laws.

B) Duties towards Consumer:

- 1) The Driver/Owner while providing service to Consumer through VAOO Portal/APP make sure that it shall be of highest and excellent

quality as per industry standards as per the various instructions, guidelines, oral and/or written term & conditions, including these terms & conditions and also as per the applicable laws. The Driver(s)/Owner(s) shall be liable for any loss, damage, harm caused to VAOO and/or to the Consumer of VAOO due to any negligence or carelessness of the Driver/Owner or shortfall in performing service as per industry standards while performing service by VDR Portal/APP.

- 2) The Driver(s)/Owner(s) shall provide the service to the Consumers in a courteous, effective, humble, polite and in timely manner.
- 3) The Driver(s)/Owner(s) shall ensure the safety and security of the Consumers, his own self and that of the vehicle and any other person or object around the vehicle while on his/her pathway or while moving in or out from parking lot, as per applicable laws, at all times and shall give always top priority to the safety. The Driver/Owner shall immediately bring to the notice of VAOO any deviation(s) from the performance of his transportation service(s) as required under the terms & conditions of these Driver/Owner Terms and Conditions, including but not limited to any accident(s), damage to life or property.
- 4) The Driver/Owner shall not use/access video/interactive content on the VDR Portal/APP, or on any of his device when the Driver/Owner is driving the Vehicle and/or performing his service to Consumers. However, during halts/stops requested by the Consumer, Driver/Owner may access video/interactive content on the Portal, provided that the Driver/Owner shall ensure that such access/use

during halts/stops does not lead to deficiency of Service or negligence towards the Consumer and/or any other third party person or object or property. Such halts/stop shall be taken at proper legal parking place without disturbing traffic and/or any other commuters.

- 5) On allotment of a Booking request made by the Consumer registered with VDR Portal/APP, the Driver shall ensure that the Vehicle arrives prior to the pick-up time as per the request made by the Consumer. In case of delay due to unavoidable circumstance or situations, the Driver shall immediately inform the Consumer about the delay.
- 6) If in case, any Consumer leaves his/her property or any kind of belongings, in the Vehicle, the same shall not be spoiled or pilfered or tampered with by the Driver and/or Owner and it shall be the duty of Driver and/or Owner to report it immediately and directly to VAOO. If, the Driver and/or Owner spoils or pilfers or tampers the property or any kind of belongings, of the Consumer, the Driver and/or Owner shall be solely liable & responsible for any damage(s) and/or loss claimed by the Consumer and in such cases, VAOO may, at its sole discretion, terminate the Driver's/Owner's registration for temporary or permanently, and disable the Driver's access to the VDR Portal/APP. VAOO shall in no event or under any such circumstances or situations, be liable for loss or any kind or damage(s) whether monetary or non-monetary caused to the property or belongings of the Consumer.

- 7) The Driver/Owner shall follow traffic rules & regulations and all applicable Laws during the performance of the services, shall not drive rashly or shall not violate specified speed limits as per the applicable laws and shall wear seat belt, not consume liquor/ alcohol/cigarette/bidi, or any other kind of intoxicant/addictive which may cause disturbance in concentrations while performing the services & his/her duties towards Consumer(s) and/or which may disturb his consciousness, alertness, ability to drive safely and ability to make decisions related to safety of his own and Consumer in the vehicle and other people and object(s) around the surroundings of the vehicle while on pathway or parking lot.
- 8) The Driver/Owner shall inform the Consumer to wear the seat belts and also other precautionary measures in relation to Consumer safety as per the applicable laws.
- 9) The Driver/Owner shall ensure that the Consumer pays the total ride fare as it is shown in odometer and also if any additional charges or surcharge (if applicable) such as airport parking charges and any other fee, surcharge and/or levy presently payable or imposed in future as per the applicable laws.
- 10) The Driver/DCO shall not take any personal or any other calls except in the event of an emergency, without prejudicing the safety of the vehicle and/or the Consumer(s) and/or other people and/or vehicle(s) and/or property, around his/her vehicle on his pathway and/or parking lot. Driver shall take all call(s) from the Consumer and VAOO only after stopping the vehicle at an appropriate location to take the call, without being a hindrance/disturbance to the traffic

around him/her or without violating any traffic laws, rules & regulations and considering the safety of him/her, Consumer and Vehicle.

11) The Driver/Owner shall be solely responsible for:

(i) Any violation or non-adherence to the Applicable Laws

(ii) Any failure or delay to pick up Consumer(s) at the allotted time and/or place

(iii) Any act or omission on the part of its Drivers including any rash and negligent driving, misbehaviour, verbal and/or physical abuse of any kind or harassment of any nature with Consumer and/or law enforcement officer.

(iv) Any kind of violation of traffic laws, rules & regulations.

(v) Any delay of more than Ten (10) minutes or intention to delay caused to the Consumer(s); and

(vi) Charging/demanding excess of Total Ride Fee/fare from the Consumer or charging the Consumer more than what is displayed on the meter; and charging/ demanding any additional charges for waiting or extra luggage.

(vii) Any kind of failure to complete a Booking Request accepted by him/her

(viii) Any kind of violations of any other applicable local municipal laws in relation to vehicles, related to parking, halts

(ix) Any kind of violations of laws, rules & regulations with respect to special zone/areas, hospital, Educational institutions, Courts, Airports.

(x) Any kind of leaking, sharing, transferring, providing, escalating or any such activity of the Consumer's personal information is prohibited by VAOO and VAOO should be not be involved in any such activity. The consumer has all the legal rights to take necessary actions against the Driver(s)/Owner(s) and recover the damages and harm caused to the Consumer without involving VAOO in it.

C) Other Duties, Obligations, Responsibilities:

- 1) The Vehicle shall be the sole responsibility of the Driver(s)/Owner(s) and the Driver(s)/Owner(s) shall always take necessary precautions for the same. The Driver(s)/Owner(s) shall be liable or responsible for any loss or damage to the vehicle caused by a Consumer and/or the operator and/or any other third party for any reason whatsoever.
- 2) Any kind of dispute between the Driver(s)/Owner(s) and the operator shall not affect the business or functioning of VAOO and its services, facilities, products, benefits
- 3) Any kind of dispute between the Driver(s)/Owner(s) and the Consumer shall not affect the business or functioning of VAOO and its services, facilities, products, benefits.
- 4) The Driver/Owner agrees that the cost(s) associated with the maintenance of the Vehicle and/or any other cost of any kind

associated with vehicle to be in function fully for providing service(s) to Consumer shall be borne by the Driver(s)/Owner(s).

- 5) The Driver(s)/Owner(s) shall be solely responsible for any additional upgradation and/or security measures needed as per the amendments in the applicable laws and/or if any new act, rules, regulations, notifications are passed by the respective authorities of the GOI, GOMH and/or any other state Government and/or local municipal corporations and/or the Union Territories of the Union of India and/or as per any judgements made in respect to such laws, rule, regulations by Supreme court of India and/or by any other High Courts of respective states of the Union of India.
- 6) The Driver/Owner shall abide the additional terms and conditions of the promotional offers given by VAOO if any. The offers will be of short term and the Driver/Owner shall complete all the conditions of the offer to avail the discounts/points and/or any such other benefits without any fraudulent intention. The Driver/Owner shall not in any manner make any fraud bookings, cheatings, or any other ill intentional use of these offers. If the Driver/Owner does not abide these additional terms and acts in a fraudulent manner VAOO at its sole discretion has the right to not grant any incentives and benefits to the Driver/Owner and terminate its account for a particular term and the Driver/Owner will not raise any kind of objection and dispute for the same.

D. EVENT OF BREACHES OF DRIVER/ OWNER: -

Breach Cases:

1. Asking for tips: Driver shall not proactively ask for 'tips' from the Consumer. Driver shall not hassle the Consumer for change.
2. Wasting Consumer's Time: Driver shall not stop the Vehicle for filling fuel in between the journey. Driver shall not make any Personal stops during the journey.
3. Personal hygiene: Driver shall wear neat uniform & badge at all times during duty hour. Driver shall maintain personal hygiene.
4. Consumer Service: Driver shall greet Consumer both at pick up and drop. Driver shall manage the luggage (both at pick-up and drop point). Driver shall ensure that vehicle's AC is turned on before Consumer sits in the Vehicle.
5. Vehicle Cleanliness: Driver shall keep the Vehicle/car and dashboard clean. Driver shall make the Vehicle available for field audit within 2 days' time period from such breach. Till then no bookings shall be provided and the Vehicle/car will be blocked from the device.
6. Disturbing Consumer: Driver shall not play loud music (above mid-level of the stereo) or music through any kind of earphone device. Driver shall not unnecessarily blow horn. Driver shall not proactively engage into a personal

conversation with the Consumer and shall not resort to any kind of unpleasant behaviour with Consumers.

7. No Smoking/Tobacco/Pan/Pan-Masala/Food Item: Driver shall not smoke inside the Vehicle. Driver shall not chew any Pan-masala, Gutkha or chewing gum or any other food item while a ride is in progress which may cause inconvenience to the Consumer

8. The Driver/Owner shall ensure that he has adequate change with him so that at all times he is in the position to return the balance amount to the Consumer.

9. The Driver/Owner should not make any fake calls or give any missed calls to the Consumer's contact number. The Driver should only give a call to the Consumer informing the Consumer about the arrival of the Vehicle/ car at the destination. Driver/Owner shall not make unwarranted use of the Consumer contact details of any kind after the Consumer has been dropped at the destination.

10. The Drivers shall be well versed with the routes. The Driver shall not take any long route when there is another short route known to him for reaching the destination. The Drivers are not expected to halt at several places during the journey due to lack of knowledge of the routes.

11. Delay In Pick – Up: Driver should reach the pickup point (before pick-up time). Driver must intimate the Consumer that he has reached at the pick - up location.

12. Driver should keep his mobile 'ON' while he is logged into the VDR Portal/APP and he should receive every call of the Consumer. Driver should not make any deliberate attempt to park the Vehicle in 'non-network' area while the Consumer is away for his/her personal work.

13. Rude Behaviour with Female Consumer: Driver shall not under any circumstance argue with the Consumer/use abusive words / raise his voice tone while talking to the Consumer. Driver should follow the instructions given by Consumer with respect to journey or trip.

14. Mobile Phone Usage: Driver shall not use mobile phones (unless for emergency purposes) while driving. This includes but not limited to SMS, video calls, voice, MMS and downloading. However, this shall not apply in case of calls from representatives and/or the VAOO Consumer(s).

15. Reporting to VAOO: Driver/Owner shall not lie about Vehicle's position to the VAOO representative. Driver/Owner shall not report meter readings incorrectly. Driver/Owner shall provide opening and closing readings of the odometer on time as and when such reading is required to be provided by the representatives.

16. Rash Driving: Driver/Owner shall not exceed the speed limit as applicable in the region/state/city/place where he/she driving. Driver should not apply sudden breaks and should not take sharp turns that may cause inconvenience to the

Consumer except during the circumstance or situation where it is necessary to do so

18. Driving License (DL) & Other RTO Documents: While on duty hours, it is mandatory to keep Driving License and all relevant RTO impacting papers (T-permit, PUC, Insurance, RC, etc.).

19. While performing and providing his Transportation Services, Driver should not sleep in the Vehicle.

20. Driver/Owner shall not reject the booking on his own at the time of allotment under any circumstances (unless permitted by VAOO).

21. Driver/Owner shall not reject a booking or a Consumer once he has accepted the duty and logged in and shall not switch off his mobile under any circumstances.

22. Missing luggage:

Driver/Owner should hand over the luggage or bags to the local office of VAOO, if the Consumer has mistakenly left any luggage in his cab or the Driver should call to the Consumer and inform him that he has forgotten his belonging in the cabs.

23. Device Misuse:

Driver/Owner shall ensure that the Device (as defined in the Driver Terms and Conditions) shall not be misused in

anyways which may hamper or disturb service, facility, products of VTP, VDR Portal/APP.

24. Traffic Rules: Driver/Owner shall obey all traffic rules including traffic signals. Driver/Owner shall keep all statutory documents (insurance documents, vehicle registration book/card, PUC Certificate, etc.) at all times. Driver/Owner shall wear seat belt all the time while driving.

25. Driver/Owner lying or completing service in bad-faith: Driver/Owner should follow the best and shortest possible route to reach the destination. Driver/Owner should not misrepresent or misguide the routes or duty slips to increase the fare.

26. Driver/Owner shall not consume/intake or be under the influence of alcohol or narcotic substances while logged into the VAOO Portal.

27. Abusive or discriminatory Driver/Owner: Driver/Owner should not do anything like abusing the Consumer, talking to Consumer or any such behaviour which shall make the Consumer feel uncomfortable during journey. Driver/Owner should not discriminate against Consumer for any reason, including on the basis of sex, race, caste, creed, religion, disability or nationality.

28. Rude behaviour/ Consumer inconvenience: Driver/Owner/Owner should not ask the Consumer to get down from his vehicle in the middle of the journey even if any

misunderstanding or verbal fights happen between the Consumer and the Driver/Owner. If his/her Vehicle gets breakdown or malfunction he himself shall make arrangement for another vehicle at any cost for the Consumer and drop the Consumer to the drop/destination location.

29. Extra Ordinary Circumstances:

Any instance of Driver/Owner's behaviour that directly or indirectly impacts the VAOO "Brand Image".

30. Maximum Weight: - Never load the vehicle above the manufacturer's maximum specified weight.

31. Medically Fit: - Driver/Owner shall Never drive the vehicle if medical conditions will impact the driving.

32. Unauthorized Goods or Persons: - Not to carry any unauthorized goods or persons at any point in time.

Thus, in case of violation of any duties and responsibilities by the Driver/Owner and/or violation or breach of any cases mentioned above and/or any other cases which are relevant to the cases mentioned above then VAOO has the sole discretion to terminate the account with the Driver and also take necessary legal actions against the Driver/Owner. Also the Driver/Owner will be liable to pay damages and indemnify VAOO against any harm.

15. CONSENTS FOR COMMUNICATION & INFORMATION SHARING

- 15.1 The Driver(s)/Owner(s) by accepting this Driver/Owner Terms and Conditions give his/her consent to share & provide the information with VAOO as per KYC norms as per applicable laws and as per legal duty of VAOO to ask such information to Driver(s)/Owner(s) such as PAN Number, AADHAR Card No. etc..
- 15.2 The Driver(s)/Owner(s) hereby agree and give his/her consent to store, share and/or transfer his/her information on server in INDIA and/or in any other country.
- 15.3 The VDR Portal/APP is an electronic interface & after registering as Driver(s)/Owner(s) with VAOO, the Driver(s)/Owner(s) share their information and communicate through electronic medium such as VDR Portal/APP and/or emails. The Driver(s)/Owner(s) agree & understand that they are communicating with VAOO through electronic record and the Driver/Owner hereby give his/her consent for communicating through electronic medium & records as & when required. VAOO may communicate with the Driver(s)/Owner(s) through electronic records & mediums and also communicate with the Driver(s)/Owner(s) through VDH to solve the queries of the Driver(s)/Owner(s) and to give necessary instructions to the Driver(s)/Owner(s) as & when required.
- 15.4 The Driver(s)/Owner(s) agree & give his/her consent to receive communication from VAOO through electronic record, IVR system, any other call routing system, VDH and the contact nos. mentioned and registered by the Driver(s)/Owner(s) in VDR Portal/APP. Any kind of communication made with the Driver(s)/Owner(s) through VAOO shall not amount to spam and/or violation with respect to

your registration in DND (Do Not Disturb) and/or National Do Not Call registry and/or with any other registry as per applicable laws.

16. CONFIDENTIALITY

- 16.1 The Driver(s)/Owner(s) shall maintain confidentiality with respect to any information or data which can be accessible to them by the use of VDR Portal/APP. The Driver(s)/Owner(s) shall maintain confidentiality about the Data/Information which shall be accessible to them while providing his/her service through VTP and VDR Portal/APP and shall not share, misuse, sell or transfer such information to any person or organization or any other third party for any kind of consideration or without consideration, in return of sharing such information. The Driver(s)/Owner(s) shall acknowledge that the Driver(s)/Owner(s) pursuant to this Driver/Owner Terms and Conditions shall have access to confidential information of VAOO, VTP, its employees, and Consumers and at any point of time the Driver(s)/Owner(s) shall maintain the Confidentiality about such information.
- 16.2 Confidential information may include but not limited to Consumer information, market information, other products and service related information of VTP, VAOO, contents of VDR Portal/App and any other such information which may be generated while performing service through VDR Portal/APP. The Driver(s)/Owner(s) shall maintain all the confidentiality at all times, related to such information and shall not use it for his own purpose or distribute

such information in any form except for the purpose of these Driver/Owner Terms and Conditions.

17. DISCLOSURE TO LAW ENFORCEMENT AGENCY & BACK GROUND

VERIFICATION AGENCY:

- 17.1 If in case or in event, any information of the Driver(s)/Owner(s) to be register or already registered with VDR Portal/APP shall be required or demanded by any of the law enforcement agency of the Country the same shall be disclose to them by VAOO and by accepting this Driver/Owner Terms and Conditions, the Driver(s)/Owner(s) gives his/her consent to VAOO for handover or sharing or transferring such information to such law enforcement agencies and shall not held VAOO liable for/by any kind or manner and/or for any loss and/or damage and/or harm and/or any legal harm or injury and/or for violation of any legal rights of the Driver(s)/Owner(s), for sharing such information.
- 17.2 VAOO shall store and process the information generated and given by the Driver(s)/Owner(s) while providing his transportation service through VDR Portal/APP as per the Information Technology Act, 2000 and rules, regulations and regular amendments made thereunder. All the information created, submitted, registered by the Driver(s)/Owner(s) who are registered with VDR Portal/APP shall be collected by VAOO for the purpose of betterment of VTP and other integrated and interrelated services of VTP and also for the purpose of Back ground verification process.

17.3 The Driver(s)/Owner(s) shall agree and give his consent by accepting this Driver/Owner Terms and Conditions, to use such information for betterment of products, services of VTP, and 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/or any law enforcement agencies of any states of the Union of India and as per the applicable laws of GOI as & when requested, demanded by such agencies and shall not held VAOO liable for/by any kind or manner and/or for any loss and/or damage and/or harm and/or any legal harm or injury and/or for violation of any legal rights of the Driver(s)/Owner(s), for sharing such information.

18. FORCE MAJEURE

18.1 In case of delay in or failure to perform and/or execute any obligations, duties, services by either party under this Agreement along with the Exhibit(s) mentioned herein shall not constitute default hereunder, if and to the extent caused by Force Majeure, which is defined to be occurrences, or possibilities and/or circumstances and/or situations beyond the reasonable control of such Party committing default, including and limited to the Acts of God, acts of the government and it's authorities, fire, flood, any other natural calamity, explosion, civil war, riots, terrorist attack, war, rebellion, insurrection.

- 18.2 During “Force Majeure” or any other such situation, which is beyond the capacity of human capabilities to give performance as per normal or regular circumstances or situations, then, the Driver(s)/Owner(s) shall give immediate notice within Three(3) days from the day of Force Majeure about non-performance, related to any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this Agreement along with its Exhibits.
- 18.3 The Driver(s)/Owner(s) shall use all reasonable, possible efforts to avoid such non-performance or remove or eliminate such cause of non-performance and shall continue performance as per Agreement and its Exhibit(s), hereunder whenever such causes of Force Majeure are removed.
- 18.4 In the event of the Force Majeure event or situation or circumstance continue for the period of more than Five (5) days, from the date, on which VAOO receives notice from the Driver(s)/Owner(s) in regard to non-performance due to Force Majeure situations, circumstances, then, VAOO shall have sole right and discretionary power to terminate this Agreement immediately for temporary period or permanently.

19. WAIVER

Failure or delay on part of the Driver(s)/Owner(s), hereto while exercising any right, power, duties, services, hereunder, shall not be consider as waiver to the Driver(s)/Owner(s) and if required VAOO may take necessary actions against the Driver(s)/Owner(s) including temporary or permanent

termination of this Driver/Owner Terms and Conditions, and cancellations of registrations as Driver(s)/Owner(s) from VDR Portal/APP on cause of failure to perform.

20. INDEMNIFICATION

20.1 The Driver/Owner, hereby agrees and gives his consent to indemnify VAOO and all its officer(s), director(s), employee(s), staff(s), authorised agent(s) harmless for any and all kind of claims, demands, losses, liabilities and/or any other expenses including advocates, attorney's fees arising out of, or in connection with

(i) the use of any kind of services, facility, products, benefits of VAOO and/or VTP by them

(ii) the Driver/Owner breaches or violates any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of this agreements & its Exhibit(s), while providing services as a facility user of VDR Portal/APP to the Consumer(s) registered with VUSR Portal/APP.

(iii) if the Driver(s)/Owner(s) violate or breach any person's and/or organization's and/or any third party's legal rights as per the applicable laws.

(iv) if the Driver(s)/Owner(s), breach or violate any other applicable laws, while giving and/or performing his/her services as a facility user of VDR Portal/APP.

(v) any infringement or unauthorised use of intellectual property rights of VAOO including but not limited to infringement of

intellectual property right of VAOO in the VDR Portal/APP by the Driver(s)/Owner(s).

(vi) any violation of the applicable law, applicable license and permit terms of the transport authorities.

(vii) any harm to the reputation and goodwill of VAOO directly attributable to the Driver/Owner.

(viii) damage, unauthorised use or loss of the VDR Portal/APP in the Device.

(ix) death, fraud, theft, misconduct, negligence or deficiency of transport services by the Driver/Owner.

(x) personal injury to or property damage of Consumer using the VUSR Portal/APP including but not limited to motor accident claims, if any, asserted against VAOO

(xi) civil or criminal offense under applicable laws or in the opinion of VAOO.

20.2 The Driver/Owner shall indemnify, VAOO while duly performing and/or giving his transportation services through himself/herself and/or by in case of owner, by his authorised agent registered with VDR Portal/APP as a Driver, to VAOO, against any act, behaviour, any kind of decision taken and/or abstain of act and/or behaviour and/or any kind of decision not taken, which has resulted in to a loss, damage, liability, lost profits, lost data, personal injury, legal harm, legal injury, damage to moveable or immovable object(s) or damage

or harm to legal rights of any individual person, organization or any other living being including animals, birds etc.

20.3 VAOO does not take any responsibility and/or can be held accountable for lost profits, lost data, personal injury, damage of reputation, legal injury, legal harm, harm to legal rights, damage to moveable or immovable property, damage of any kind or other incidental and/or direct or indirect consequential damages, whether monetary or non-monetary, harassment caused to any Consumer, other driver(s)/owner(s) and/or operator or any other third party, resulting out from usage/access/downloads of/from VDR Portal/APP and/or any other integrated services of VAOO and/or VTP by the Driver(s)/Owner(s). And the Driver(s)/Owner(s) shall indemnify VAOO from all such damage, lost, harms, injuries mentioned herein.

20.4 The Driver(s)/Owner(s), hereby, agrees and gives his consent to indemnify VAOO and its officers, directors, employees, staffs, authorised agents harmless for any and all kind of claims, demands, losses, damages, liabilities and any other expenses including advocates, attorney's fees in respect to any of his/her act or behaviour or abstain of act, due to negligence, lack of concentration or due to not following the legal duties as per applicable laws and as per this agreement along with its Exhibit(s), which has caused any such claims, monetary and/or non-monetary liabilities, demands, loss, damage, to third party or Consumer(s) registered with VUSR Portal/APP or to operator through whom, he/she registered with VDR Portal/APP while providing his/her transportation service or

not providing his/her transportation service as a facility user of VDR Portal/App.

- 20.5 The Driver(s)/Owner(s) shall be solely liable and responsible for any and all accidents/incidents involving the Vehicle, while providing service to Consumer as a facility user of VDR Portal/ APP and VTP. VAOO shall not be held liable and/or responsible for any such accidents/incidents involving the Driver's/Owner's Vehicle.
- 20.6 Any kind of expenses, pertaining to vehicle, such as repairs, servicing of vehicle, fine imposed for violation of traffic rules, shall be borne solely by the Driver(s)/Owner(s) and VAOO shall not be held liable or responsible for the same.

21. TERMINATION

- 21.1 If any of the parties want to terminate this agreement, then, in that case either party shall give a 30 business/ working days' prior notice to the other party in written without assigning any reasons for the Termination. The period of notice shall be considered from the date of receiving of such request by the other/receiving party. Any case of serious breach or violation of any clause mentioned in Strict Code of Conduct by the Driver/Owner, then VAOO has sole & discretionary right to terminate this agreement immediately for temporary or Permanent period and VAOO may exercise the same on case to case basis and the decision taken by VAOO would be full and final and shall not be subject to any litigation.
- 21.2 VAOO shall terminate this agreement immediately for Permanent period, with the Driver(s)/Owner(s), if the Driver(s)/Owner(s) fails

to perform his service properly or for frequently breaching or violating necessary laws, rules, regulations of Traffic or in case of bad service to consumer(s), or misbehaviour with consumer or influencing registered Driver(s)/Owner(s) of VAOO, to withdraw or cancel registrations with VAOO, influencing Driver(s)/Owner(s) and/or operators and/or Consumer(s) with bad faith, ill intentions.

- 21.3 VAOO shall terminate this Agreement, immediately for Permanent period, with the Driver(s)/Owner(s), if the Driver(s)/Owner(s), by any way or any kind or by performing or doing any act, which shall hamper, damage or spoil VTP and/or any kind of VAOO's internal/external organizational functions or services or facilities or products and/or hampering, spoiling, or damaging VAOO's reputation in the eyes of its Consumer(s) and/or general public by any way or by any act or by using any kind of communication system.
- 21.4 VAOO shall immediately terminate this Agreement permanently, if the Driver(s)/Owner(s) as a facility user of VDR Portal/APP behave and/or perform or give his transportation service to any of its Consumer(s) registered with VUSR Portal/APP in fraudulent manner and/or do any manipulative act and/or try to tamper, hack, damage, spoil, misuse the VDR Portal/APP or VTP.
- 21.5 If the rejections percentage of the Driver/Owner exceeds more than 25% of total allocated booking request to him for the month, then VAOO may terminate his registration for temporary or permanent period.

- 21.6 After termination of this Agreement, the registration of Driver(s)/Owner(s) shall be cancelled and will be removed from VDR Portal/APP and post termination process related to dues and storage and destruction of necessary information and content will start and Driver(s)/Owner(s) shall co-operate for the post termination process.
- 21.7 The parties shall cease to act and/or perform in a manner that would reflect or resemble in continuing contractual relationship between the parties. In case of termination of Driver(s)/Owner(s), he/she shall pay to VAOO all amounts due to VAOO. All the VAOO Credits, received by Driver/Owner shall be redeemed, after necessary applicable deductions, if it has not crossed the prescribed limit period for use of VAOO Credits.
- 21.8 After Termination, VAOO shall pay the amount due to Driver(s)/Owner(s) if any after necessary applicable deductions. Each party shall promptly return to the other party all property and materials including all devices if any, including confidential information and materials, furnished to it by the other party pursuant to these Driver/Owner Terms and Conditions between the parties. In case if the confidential information cannot be returned in material form by the Driver/Owner to VAOO, the Driver/Owner may destroy the confidential information of VAOO and/or Consumer only after prior written consent of VAOO. VAOO may keep Driver/Owner confidential information after the termination for the period of Two years and may keep the information after that period if any law enforcement agency needs the same

- 21.9 If in case the Driver(s)/Owner(s) unable to remove the Branding, company stickers, by himself/herself, then Driver/Owner shall immediately approach to nearest VAOO office for removal of branding material. VAOO shall not be liable or for any liabilities whether civil, criminal, tortious, or any other manner, that may accrue as a consequence of continuous use of any kind of branding by Driver/Owner while the Driver/Owner are registered with VAOO or after expiry or termination of this agreement and registration as Driver/Owner.
- 21.10 Expiry or earlier termination of this agreement shall not prejudice any rights of the parties, which may have accrued prior to expiry or termination. After, Termination and Expiry of this agreement, the Driver/Owner shall not represent as he is still registered with VAOO.

22. FORM OF NOTICE

- 22.1 Any kind of notices including termination of Agreement, shall be in written form, and shall be sent by either parties in the manner as mentioned below and not by any other form or mode of communication:
- a) By Register Post A.D, b) Private couriers service, c) E-Mail or d) by Hand Delivery.
- 22.2 In case of sending a notice to VAOO by the other party through registered post or by Private courier service, the same shall be sent to corporate address of VAOO. Also, in case of by hand delivery against a written acknowledgement receipt, the same corporate

address shall be used by other party. In case of notice through mail the following E-Mail ID shall be use: - hello@vaoo.io

23. SEVERABILITY

If any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of agreement and/or its exhibit(s), is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then, such term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) of Agreement and/or it's Exhibit(s) or part thereof shall to that extent be deemed, not to form part of these Agreement, but the legality, validity and enforceability of the other term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) in this agreement and it's exhibits, shall not be affected. And the proper term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), exhibit(s) may be substituted and/or replaced in alignment to the essence and subject matter of this agreement & the exhibits of this agreement.

24. ASSIGNMENT

Neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by the Driver/Owner to any third party, without the prior written consent of VAOO. VAOO may, at its sole discretion, assign the rights, interests or obligations hereunder to any person whosoever.

25. AMENDMENT & SUPPLEMENTARY AGREEMENTS

As and when, the necessary amendments, modifications, alterations, removal, corrections in any of term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), Exhibit(s) of agreement and/or any supplementary or additional agreements and/or exhibits are required to be added to this agreement, the same shall be added by VAOO and shall be binding on both the parties.

26. DISCLAIMER

26.1 VAOO disclaims and shall disclaim all representation, warranties, assurance to the Driver(s)/Owner(s) to be register or already registered with VDR Portal/APP, of any kind or manner, whether express and/or implied as to condition, performance, suitability, efficiency, economic viability and handling of VDR Portal/APP and/or service provided through such VDR Portal/APP and accordingly disclaims all liabilities, whether, Civil, Criminal, Tortious, or otherwise, that may cause and/or accrue as a consequence of the use of VDR Portal/APP.

26.2 VAOO shall disclaim all the liabilities, whether civil, criminal, or any other type of liabilities including liabilities related to Monetary and/or Non-Monetary liabilities which may accrue as a consequences or effect of the mistake, negligence and/or breach by the Driver(s)/Owner(s) of the

- a) terms of this Driver/Owner Terms and Conditions
- b) all the applicable laws, rules & regulations related to traffic and transportation and necessary documentation related with it

- c) duty, obligation and care required by the Driver(s)/Owner(s) toward users of portals, services of VTP and VAOO.
- d) and any other applicable laws of the jurisdiction where Driver(s)/Owner(s) providing his/her transportation service as a facility user of VAOO Technology Platform while registered on VDR Portal/APP.

27. ARBITRATION & JURISDICTION

- 27.1 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.
- 27.2 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.
- 27.3 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.

Annexure – “A”

MANDATORY DOCUMENTATION

(I) Details of the Driver/Owner-

(a) Information to be provided by Driver/Owner:

- Name of Driver/Owner,
- Current Address
- Permanent Address,
- Phone no.,
- e-mail id,
- Bank Account details of the Owner/Driver cum owner
- Bank name,
- Account Number
- IFSC Code
- Branch Location
- Bank Account details of the Beneficiary (if any),
- Name & Contact details of two (2) family members of the Driver/Owner

And any such other information shall be produced & submitted as & when required by VAOO & as per the applicable laws.

(b) Documents to be *provided by* Driver/Owner:

- Recent passport size colour photograph(s),

- Copy of valid Driving License of drivers who will be employed by the Owner to provide services on/through VAOO platform;
- Self-attested copy of PAN card of Driver as well as Owners,
- Copy of residential proof such as utility bill, ration card, passport etc.
- Copy of AADHAR Card,
- Copy of the Public Service Badge issued by the relevant transport department of drivers,
- Copy of the Police verification report(s) of the drivers,
- Vehicle ownership document

And such other documents/information as may be required by VAOO and applicable laws.

Annexure- B

(I) Details of Vehicle-

Information to be provided of the Vehicle-

- The vehicle's license plate number,
- chassis or engine number,
- vehicle type & name,

And, such other vehicle information & details as may be required by VAOO & as per the applicable laws of GOI & GOMH.

Documents to be provided of Vehicle-

- PUC certificate,
- copy of Certificate of Fitness,
- sale deed,
- passbook or cancelled cheque,
- copy of Certificate of Registration,
- copy of permit,
- ownership transfer documents
- if vehicle has loan against it, then loan related document
- if vehicle is given on lease then such document(s)
- road tax receipt(s),
- copy of commercial insurance policy covering the third party risks,

And such other document(s) of vehicle, as may be required by VAOO and as may be required under applicable laws, Acts, rules, regulations of GOI and GOM.

Annexure “C”- Commercial & Business Terms for Driver(s)/Owner(s)

- 1) The Commercial & business terms for Driver(s)/Owner(s) shall be communicated to Driver(s)/Owner(s) as & when updated in Driver/Owner T&C of the VDR Portal/APP.
- 2) VAOO may not charge any subscription amount for subscribing services, facility, benefits of VDR Portal/APP and/or VTP as charges for subscription.
- 3) VAOO may not charge and/or deduct any kind of money from the Driver(s)/Owner(s) account or from the Fare he/she shall receive from the Consumer. All the fare amount collected by the Driver(s)/Owner(s) in any kind of mode may be with Driver(s)/Owner(s) and VAOO may not deduct any commission and/or amount from such Fare and/or amount unless any fraudulent or manipulative act done by the Driver/Owner or any kind of spoiling, tampering, hacking, damaging of VDR Portal/App and VTP or any of its facility, benefit, services, products.
- 4) In case of Consumer selects mode of payment as VAOO Money, then the amount shall be credited to wallet of DCO and in case of Owner directly in his wallet.
- 5) It is sole responsibility of the Driver(s)/DCO to collect the complete fare, if the consumer chooses to pay the fare by selecting the mode of payment as cash or Card and VAOO shall not be held responsible for failure of Driver(s)/DCO to collect the money from Consumer.

- 6) Driver can receive amount in his wallet only when he receives it from his DCO or Owner.
- 7) The responsibility of proper payment to Driver as per his service for his Owner/Driver shall be absolutely on Owner/DCO as per the mutual understanding and agreement, if any, between them and VAOO shall not be liable for the same in case of non-payment to Driver by his Owner/DCO.
- 8) Driver, DCO and Owner has an option to withdraw amount received in his wallet by adding the bank details and amount can be transferred in his bank account.
- 9) VAOO can withhold the amount to be paid or deduct the specific amount from Wallet, if the Driver(s)/Owner(s) shall try to misuse, manipulate, hamper, hack the VDR Portal/APP and/or VTP.
- 10) If in case any kind of new tax, surcharge and/or charge introduced by the amendment in applicable laws or by any other statutory institution to such business model of VAOO related to providing Technology platform as online business marketplace to a facility user, like Driver/Owner and Consumer then same shall be applicable to the Driver(s)/Owner(s) as a facility user.
- 11) Mode of Payment: Mode of payment to Driver(s)/Owner(s) shall be through mediums mentioned below
 - i) VAOO Money
 - ii) Card
 - iii) CASH
- 12) In case of payment done by the Consumer in CASH, the same has to be collected by the Driver/DCO accurately as per the meter indicator including all the necessary extra charges such as Toll Tax, Air Port,

Port Charges, Pay & Park, Tolling charges, and any such other charges, taxes by government and the same shall be forthwith informed to Consumer and it is the responsibility of the Driver/ DCO to collect the cash if the same has not been included in the format of Bill/Invoice/Receipt generated in the Name of DCO/Owner on VDR Portal/APP or VUSR Portal/APP.

13) The Driver/Owner can receive the Credits by watching advertisement and/or any other legal content provided by VAOO on his VDR Portal/APP but the Driver(s)/Owner(s) is/are strictly prohibited to watch such content on VDR Portal/APP or available on VDR Portal/APP for any reason while providing their transportation service by using the facility of/through VDR Portal/APP as Driver(s)/Owner(s) and/or while act of Driving including small halts as informed by Consumer(s), while moving in & out of Parking lot and/or while vehicle is parked but still required all the alertness, consciousness ,vigilance, care and precautions in respect to safety of his own, consumer, other people and/or vehicle and/or objects and/or movable and/or immovable property around the nearby perimeter of vehicle.

14) The Driver(s)/Owner(s) gives his consent by accepting this Driver/Owner Terms and Conditions to review & revise the fare as per Market conditions and as permitted by applicable laws.

Annexure- "D" – Strict Code of Conduct for Driver/Owners

(I) Hygiene & Cleanliness:

- 1) Driver(s)/Owner(s) shall always maintain personal cleanliness and Hygiene. Driver/Owner shall wear neat and clean cloths and if any uniform and badge is provided by VAOO, the same shall be worn by the Driver/Owner. If uniform and badge has been provided to Driver/DCO, then they shall always wear neat, clean Uniform and badge of VAOO at all times while he/she providing his/her service to Consumer while using facility of VTP The Driver/Owner shall

always keep his vehicle clean and maintain hygiene. The Driver/Owner shall always keep dashboard, seats, luggage compartment (Dicky), all glasses, front window, side-window, back window, Mirror, Carrier space clean and neat. The vehicle shall always look good, clean, non-stinky and comfortable for traveling.

- 2) Driver/Owner shall bring the Vehicle for inspection and/or field audit within three (3) days' time period from the time when such request and/or demand is made by VAOO. Once, the Inspection and/or field audit call is made then till the time inspection and audit process is not completed, no booking request shall be provided to Driver/Owner. Also, decision to activate booking request shall be made only after all the necessary repairs, improvements are done by the Driver/Owner and/or after following all the necessary instructions, guidelines and order given by the inspection and/or audit officer.
- 3) Failure to bring the vehicle for inspections within stipulated time of three (3) days or not following order, instructions, guidelines and/or not following the orders related to necessary repairs, improvements in the Vehicle, as suggested and advised by Inspection Officer and/or audit officer may cause temporary or permanent termination of registration of Driver/Owner by VAOO and he/she may not be registered again as Driver/Owner on VDR Portal/APP, to use the facility of VTP and to provide his transportation service through VAOO,VDR Portal/APP.

(II) Guidelines to be followed by Driver/Owner while Driving

- 1) Driver/Owner shall not use mobile phones, while driving except during emergency and while communicating with VAOO by call and/or text message, OTP. This includes but not limited to video Call, SMS, Text message, Voice message, MMS, content, surfing, playing games, equity and/or currency trading, watching live TV, earning reward points or any kind of benefits by watching and surfing content, downloading and/or any other internet related use of device. During emergency situation and/or during calls, messages, OTP from VAOO, Driver/Owner shall take call or read message by halting and/or parking his vehicle on legally allowed parking space and/or the safer side of the path without disturbing traffic and without prejudicing and/or compromising the safety of his own, Consumer and/or other vehicles and/or person and/or any property/object around the vehicle.
- 2) Driver/Owner shall not exceed the speed limit prescribed for any roads, pathways, highways, freeways and follow the said prescribed lower speed limits as per the applicable laws. Driver/Owner should not apply sudden breaks and should not take sharp turns and/or over speeding except in emergency and/or as per need of situation, that may cause inconvenience to the Consumer or may create danger to the safety of Driver/Owner, Consumer, vehicle or any other person, vehicle, movable and/or immovable object/Property or things around the vehicle while the ride in progress and/or in parking lot. Driver/Owner should follow all necessary guidelines, laws, rules & regulations nearby to hospitals, schools and in/or nearby to any other such premises or institutions where such guidelines, laws, rule & regulations are required to be followed.

- 3) The Drivers shall be well versed with the routes, pathways, roadways, highways, freeways, etc. It is expected from the Driver, that he/she shall be well versed with the official navigation system, maps and path indicators, signs, symbol and language used for indicating and showing the same by the respective States, Municipal Corporation and Union Territories of Union of India where he/she shall be providing his transportation service. The Driver shall not take unnecessarily, any longer route, when there is another shorter route known to him and available to access for reaching the destination. The Drivers are not expected to halt at several places during the journey due to lack of knowledge of the routes to reach the destination.

(III) Consumer/ Customer Service:

- 1) The Driver/Owner shall provide his transportation service to the Consumer(s) in a courteous, effective, humble, polite and in timely manner. The Driver/Owner shall give proper attention to Consumer while communicating with him. Driver shall greet Consumer(s) both, at the pick-up and the drop points. Driver shall manage the luggage (both at pick-up and drop points). Driver shall help Consumer(s) in managing luggage especially when Consumer is carrying heavy luggage with him/her. Driver/Owner shall help & give proper attention while giving service to kid(s), woman/women, Senior citizen(s), Disable person(s) of any kind, Sick people(s). Driver/Owner shall ensure that the Vehicle's AC is turned on before

Consumer sits in the Vehicle. Driver/Owner shall adjust the Vehicle temperature as per the convenience of Consumer(s) and the vehicle.

- 2) Driver shall not play loud music or create any kind of noise and/or music through any kind of (earphones/speakers) electronic/electric/acoustic or any other type of device(s) or things such as by taping Dashboard, etc... Driver shall not unnecessarily blow horn and/or repeating the same unnecessarily. Driver shall not proactively engage into a personal conversation with the Consumer and shall not try to be unnecessarily friendly and shall not resort to any kind of unpleasant gesture(s)/behaviour(s)/act(s) with Consumer(s). The Driver shall not act or behave in any such manner and/or kind which may cause disturbance to Consumer(s).
- 3) Driver shall always make sure he/she has sufficient fuel in the vehicle to provide the service to Consumer. Driver shall not stop the Vehicle for filling fuel in between the journey while serving the Consumer. Driver shall not make any Personal stops and/or small halts unnecessarily during the journey.
- 4) The Driver, shall not smoke and/or drink alcohol of any kind or percentage inside the vehicle which may cause lack of concentration and consciousness of the Driver. Driver shall not chew any pan masala, guthka or chewing gum or any other harmful/ banned food item while a ride is in progress.
- 5) The Driver shall always maintain punctuality while providing his transportation service as a facility/benefit user of VAOO. The Driver shall not make any delay while providing service to Consumer. Driver shall reach the pickup point before pick-up time. Driver must intimate the Consumer that he has reached at the pick - up location.

Driver shall inform the Consumer immediately, if there is a delay in reaching the pick-up point due to any unavoidable reasons or circumstances and/or situations beyond his/her control.

- 6) The Driver shall ensure that he keeps adequate change of cash and coins with him, so that at all times he is in the position to return the balance amount to the Consumer. Driver shall not argue with the Consumer or create unnecessary argument for change. Driver shall not keep expectation of receiving Tips and/or any other things/items/benefits from Consumer. Driver shall not proactively and/or intentionally ask for 'tips' from the Consumer in terms of money or by any other things/items/benefits.
- 7) Driver shall not reject/cancel the service request/booking of Consumer on his own and as per his priorities at the time of allotment under any circumstance(s) unless permitted by VAOO. Driver shall not reject/cancel a service request/journey request/booking of Consumer or a Consumer's request for a cab service through using a facility of VDR Portal/APP, once he has accepted the duty to provide his transportation service to any such Consumer through using a facility of VDR Driver Portal/ APP and logged in. Driver after accepting the duty to provide his transportation service to Consumer through VDR Portal/ APP shall not switch off his mobile/device and/or sign out from VDR Portal/APP under any circumstance(s).
- 8) Driver shall not threaten and/or ask the Consumer to get down from his vehicle in the middle of the journey or while reaching the destination of Consumer, even if any verbal fights or arguments and/or misunderstanding happen between the Consumer and the

Driver. If his Vehicle gets out of order and/or malfunction, he/she himself shall call the VDH, immediately and make all necessary arrangement for another vehicle at any cost for the Consumer and drop the Consumer at his destination. The Driver shall not cause any kind of inconvenience to Consumer due to malfunctioning of his vehicle and VAOO shall not be liable for any kind of inconvenience cause to Consumer due to failure to perform the service by the Driver.

- 9) The Driver/Owner shall always maintain confidentiality with respect to the information related to the Consumer or any other information which will be generated and/or accessible to Driver/Owner while using any other facility, service of VAOO and/or while providing his transportation service through VTP. The Driver shall not make any fake calls and/or give any missed calls to the Consumer's contact number. The Driver shall only give a call to the Consumer about informing the arrival of him, with his vehicle at the destination choice of Consumer to provide service to Consumer(s). Driver/Owner shall not make unwarranted use and/or any kind of misuse of the Consumer(s) contact details after the Consumer has been dropped off at the destination of his/her choice as registered in VUSR Portal/APP by the Consumer. Driver/Owner shall not share Consumer's contact details of any kind with any other person or third party (Except during emergency situation). Driver/Owner shall not share any information of the Consumer with and/or without for any consideration, to any other third party person or organization. The Driver/Owner shall not give miscalls or stalk Consumer and/or inform and/or order any other person to perform

such act at any time which may cause any kind of harassment to the Consumer.

- 10) Rude Behaviour with Senior Citizen(s)/Kid(s)/Female/Transgender/Disable People/Sick People: Driver/Owner shall not under any circumstance(s) argue and/or use abusive words with any such Consumer(s) and/or threaten the Consumer and/or raise his voice or tone while talking to the Consumer and/or threaten to deny service to any such Consumer(s). Driver/Owner shall follow the instructions given by Consumer(s) with respect to reaching the destination of consumer's choice.
- 11) Driver/Owner shall not at any time abuse the Consumer, talking to Consumer in non-polite manner or any such behaviour or gestures which shall make the Consumer feel uncomfortable during journey. Driver/Owner shall not discriminate against Consumer for any reason, including on the basis of sex, race, caste, creed, language, customs, religion, looks and attire, appearance of person, fashion, disability or nationality.
- 12) The Driver/Owner shall keep his mobile ON and functional, while he/she is logged into the VDR Portal/APP and he/she shall receive every call of the Consumer. Driver/owner shall not make any deliberate attempt to park the Vehicle, where the mobile phone network is weak or Zero-Network or Non-network area while the Consumer is away for his/her personal work. The Driver/Owner shall try to park his vehicle at legally approved for parking space, nearby to the location of Consumer, where he/she has gone for his/her personal work.

- 13) While performing and giving his transportation/ service to Consumer registered with VUSR Portal/APP, the Driver shall not sleep in the Vehicle.
- 14) Driver/Owner shall follow the best and shortest possible but safest route to reach the destination. Driver/Owner shall not provide any kind of wrong information to the Consumer regarding the routes, pay & park and Toll tax, Port Tax, Airport Tax. Driver/Owner shall not lie, misrepresent, misguide the routes or provide wrong information about the routes or duty slips to increase the fare.
- 15) If in case, any Consumer leaves his/her property or any kind of belongings, in the Vehicle, the same shall not be spoiled or pilfered or tampered by the Driver and/or Owner and it shall be the duty of Driver and/or Owner to report it immediately and directly to VAOO. The Driver(s)/Owner(s) shall immediately call to Consumer regarding the belongings which Consumer has left or forgotten in the vehicle.

(IV) Other necessary conducts

- 1) While performing his duty as a Driver by signing on VAOO Technology platform, VDR Portal/APP or while providing his/her transportation service to Consumers by using facility of VDR Portal/APP, it is mandatory to keep Driving License and all relevant RTO related paper(s) (T-permit, PUC, Insurance, RC, etc.) and any other related necessary documents as per applicable laws.
- 2) The Driver/Owner shall follow and obey all traffic rules, regulations and shall always wear seat belt while driving. The Driver shall keep all necessary statutory documents, including vehicle related

documents such as vehicle registration book, PUC, insurance and any other such mandatory documents as per applicable laws always with him.

- 3) The Driver/Owner shall not remove VAOO branding material or logo affixed on the Vehicle, as long as the Vehicle is active on the VDR Portal/APP. The Driver shall not at any times misuse, tamper and/or try to malfunction the VDR Portal/APP and/or VTP and/or shall not try to send viruses, malware in the VDR Portal/APP and/or VTP and/or any other services, products, facilities and/or systems of VAOO. The Driver/Owner shall not try to hack or steal information from VDR Portal/APP and/or VTP.
- 4) Driver shall never drive the vehicle, if medical/health conditions of the Driver will impact the driving and will affect the safety of Consumer.
- 5) The Driver shall not use vehicle to provide his transportation service through VDR Portal/APP as a facility user, if the vehicle is not working properly or malfunction due to any reason and the Driver/Owner shall immediately report to VDH about the same and only after inspection done by VAOO and/or by its authorised agent and/or government authority, VAOO shall allow it to be available for providing his transportation service by using the facility of VDR Portal/APP and VTP.
- 6) Driver shall not lie or miscommunicate or misguide about the Vehicle's position to the VAOO's representative, employees and/or to VDH. Driver shall not report meter readings incorrectly/improperly and/or fraudulently. Driver shall provide opening and closing readings of the odometer on time as and when

such reading is required to be provided/requested/demanded by the VAOO representatives.

- 7) The Driver shall not upload the luggage above the prescribed limit given by the Vehicle Manufacturer and shall inform about the same to the Consumer. The Driver shall not carry beyond the maximum allowed number of passengers allowed as per the Vehicle type and Model and the limit set by the Vehicle Manufacturer and as per applicable laws. The Driver shall not occupy or fill the space available for keeping luggage in the vehicle by keeping his unnecessary luggage in that space.
- 8) The Driver(s)/Owner(s) must have registration certificate, fitness certificate, pollution certificate, contract carriage permit and mandatory insurance policy in respect of each Vehicle of Owner registered with VDR Portal/APP.
- 9) The Driver/Owner shall not behave in any manner and/or act and/or perform which directly and/or indirectly impact and/or spoil and/or damage and/or hamper the VAOO's brand image and goodwill.
- 10) The Driver/Owner shall not carry any unauthorized goods or person(s) and/or prohibited goods as per applicable laws or perform illegal trafficking of human, animals, birds at any time or in between the ride, till the completion of the Ride or while providing service to Consumer while using the facility of VDR Portal/APP and VTP. The Driver shall not help any such Consumer to carry unauthorized goods or person or to carry prohibited goods or assist any Consumer to perform illegal trafficking of human, animals, and birds and shall immediately inform to VDH and/or law officer

(Police) or any such authorized person of the State and/or Central Government.

- 11) The Driver/Owner shall always follow as a prudent person all the conducts which are necessary while giving their transportation service in a professional manner. The Driver shall follow any other code of conduct or procedure or rules or regulation which has not been mentioned hereinabove but necessary to follow as per the applicable laws.
- 12) Any kind of breach or violation of any term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), and subsection(s) of the Code of Conduct may result in termination or cancellation of registration of Driver(s)/Owner(s) from VDR Portal/ APP for temporary and/or permanent period. The Driver/Owner by giving his legal consent to accept this Driver/Owner Terms and Conditions has given sole right & discretionary power to VAOO to take such decision of termination and cancellation of registration.

Annexure – “E”

ELIGIBILITY

- 1) The Driver/Owner represents and warrants that he/she has not been convicted by any court in India for any cognizable offence or an offence punishable with imprisonment for more than three (3) years, under the laws of India.
- 2) The Driver/Owner must not be convicted for any offence for the preceding seven (7) yrs.
- 3) The Driver/Owner must be a person of good reputation, character and must never have been convicted of an offence involving moral turpitude and that no warrant(s), summons, FIR(s) or any other legal processes/proceedings must have been initiated against or issued in the Driver's name by any Court of Law, Governmental Authority, Quasi-Judicial Authority or any kind of Law Enforcement Agency of GOI or any Government of State or Union Territory of the Union of India.
- 4) Any kind of Criminal or Civil proceedings must be pending against the Driver/Owner and neither the Driver and/or Owner has been convicted of-
 - i) any cognizable offence under the Code of Criminal Procedure, 1973, including fraud, sexual offences, offence under POSCO Act, use of a motor vehicle to commit cognizable offence, or of any crime involving property damage, theft, any kind of criminal acts

against woman/women, small children, disable person(s), senior citizen(s), acts of violence, any kind of organized crime or acts of terror.

ii) driving under the influence of drugs or alcohol or any intoxicant substance

iii) Any serious Crimes or abatement in crimes.

iv) The Driver/Owner shall not be charged frequently for any of the reasons mentioned below by law enforcement agencies -

(a) Charged for Rash Driving by law enforcement authorities frequently

(b) Charged for breaking and/or not following Traffic laws rules & regulations as per applicable laws by law enforcement authorities frequently

(c) Charged for careless and/or negligent driving by law enforcement authorities frequently

5) The Driver/Owner must be legally competent to contract within the meaning of Indian Contract Act, 1872

6) The Driver/Owner must have identity proof/badge, commercial driving license as per the provisions of Motor Vehicle Act, 1988 and the rules and regulations made thereunder.

7) The Driver/Owner must have all personal and/or vehicle related documents as per the applicable laws & must comply with all the necessary personal or vehicle related documents, as per regular amendments and notifications, rules & regulations, of all the applicable laws.

- 8) The Driver/Owner must have registration certificate, fitness certificate, PUC, mandatory insurance policy and/or third party insurance protection in respect of each vehicle he owns and/or drives while providing service through VDR Portal/APP.
- 9) The Driver/Owner must have a KYC Compliant Bank Account as authorized by RBI.
- 10) The Driver/Owner must satisfy all the necessary eligibility norms, conditions, legal compliances as per the applicable laws, if he runs a fleet of vehicles or has any such business related to running fleet of vehicles, in the form or has business structure, of Sole Proprietor, Partnership business, LLP, Private Limited Company or Public Limited Company. All the necessary laws, applicable laws related to respective form or structure of business shall be followed by the Owner including all tax related laws of GOI and GOMH and of the respective state or union territory where the Driver/Owner performing or providing his transportation service by using the facility of VDR Portal/APP and VTP.