

## **CONSUMER TERMS AND CONDITIONS**

These Terms and Conditions apply to the consumers/users of this app and/or VUSR Portal/APP as the case may be and who avails the services and the application through means including website, app, SMS, and any other means as may be available to the user.

These terms and conditions are electronic record in terms of Information Technology Act, 2000 and Rules, Regulations framed thereunder, any subsequent statutory amendments in terms of the Information Technology Act, 2000 or any other applicable laws, rules and regulations which deal with electronic records and documents. This is computer system generated electronic record and does not require any physical or digital signatures.

By clicking, on the "**I ACCEPT**" button, you are consenting to be bound by these Terms and Conditions along with all its term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s) and exhibits. In case, you do not accept the term(s), condition(s), clause(s), policy(ies), procedure(s), requirement(s), provision(s), section(s), subsection(s), exhibit(s), you may not be able to avail the services provided in the VAOO Consumer Portal/APP and/or any other interrelated or non-interrelated services and/or facility and/or products and/or benefits of VAOO Technology Platform (VTP) including their website.

These Terms and Conditions are published in English language. In case, you do not understand the language of these Terms and Conditions, you may take

necessary guidance and/or consultation of an expert to understand these Terms and Conditions.

Your acceptance of these Terms and Conditions shall be considered as a binding agreement between VAOO Adtech Pvt. Ltd., a company registered under the provisions of Companies Act, 2013 and having its corporate office at 30AB, situate, lying and being at Government Industrial Estate, M.G. Road, Kandivali (West), Mumbai 400 067, Maharashtra, 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

A person who is viewing /availing/ using/ downloading the APP and has desire to register himself/herself with VAOO Consumer Portal/APP as Consumer, (hereinafter, referred to as an “Consumer/User”) of the **OTHER PART**.

VAOO ADTECH PVT LTD (“VAOO”) and the “Consumer/User” shall hereinafter individually be referred to as “Party” and collectively as “Parties”.

**I. DEFINITIONS:-**

1. **Account:** means the account created by the User/Consumer on the VUSR PORTAL/APP for using and accessing its benefits, facility, products, services.

2. **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.
3. **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.
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/trip 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 Consumer(s) accepted this Consumer T&C by accepting the legal consent.
7. **Content:** Any kind of text, graphics, effects, 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. **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 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 and 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.
9. **Fare:** shall mean the amount payable to Driver which is reflected on the VDR Portal/APP and VUSR Portal/APP after completion of the transport service request. The Consumer/user gives his consent by accepting this Consumer T&C to review & revise the fare as per Market and business conditions and as permitted by applicable laws.
10. **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.

11. **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.
12. **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.
13. **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 India and which satisfies all the terms, conditions, policies and procedures of VDR Portal/APP.

14. **Portal:** It shall mean a web portal/website and/or any software applications, mobile applications, programs, VAOO Driver Portal/APP, VUSR Portal/APP and any other such apps, services, products, facility of VTP and VAOO.
15. **Ride/Journey/Trip:** means the travel in the vehicle of the Driver/Owner registered with VDR Portal/APP by the User/Consumer 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.
16. **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.
17. **Term period:** means the period commencing from the date of acceptance of Consumer T&C by the Consumer up to the date of termination of this Consumer T&C.
18. **“Terms and Conditions” or “Consumer T&C”:** 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 VUSR Portal/APP and binding on the Consumer after they accept the legal consent of VUSR Portal/APP and shall be referred as Consumer T&C hereinafter. This agreement may be amended, updated from Time to Time.

19. **Total Fare of the Ride:** means the Fare specified on the APP which would include the Cancellation Fee and/or any Additional Fee (as applicable).
20. **User/Consumer/you/yours/yourself:** 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 the terms and conditions of VAOO 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, you, yours, yourself shall be used interchangeably, but, shall have the same meaning as per the definition.
21. **VAOO or us or we or our:** 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.
22. **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.

23. **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 whereas the Driver/Owner avail the facility of VDR Portal/APP to provide his/her transportation service and Consumer for availing the transportation service, avail the Facility of VUSR Portal/APP which are part of VTP.
24. **VAOO Portal/APP (VUSR Portal/APP):** An electronic interface application which is product of VAOO and VTP and a facility solely created for the Consumer(s) who desire to get registered 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.
25. **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 benefit of 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.



26. **VAOO Credits:** shall mean 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 hire by using the tech base platform of VAOO Portal/APP. VAOO Credits is a part of wallet of VAOO and the credits received by the user shall be seen under wallet section. These points/credits 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.
27. **Vehicle:** shall mean 'Motor cabs for public transportation as defined under the Motor Vehicles Act, 1988 and includes cars, auto rickshaw and any other vehicle within the definition of "Motorcabs" as per the provisions of the Motor Vehicles Act, 1988
28. **Wallet:** shall mean the prepaid electronic payment instruments of VAOO which consist of two Parts VAOO Money and VAOO Credits, Whereas VAOO Credits which will be credited by VAOO after watching the complete advertisement and/or the content as displayed by VAOO from time to time or by transfer of credits by other user, and the other part VAOO Money can be credited by any other way of legal electronic transaction, OR 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.

## **II. ELIGIBILITY: -**

- a. You will be eligible to use the services only when you fulfil all of the following: -
- b. You have attained at least 18 years of age;
- c. You are competent to enter into a contract under the Applicable laws.
- d. if you reside in a jurisdiction that restricts the use of the service because of the age or restricts the ability to enter into contracts such as this user terms due to age, you must abide by such age limits.

## **III. REGISTRATION AS USER**

### **A. Steps for Registration**

- a. **Step 1:** The user installs the consumer app from the play store/ios store and opens it.
- b. **Step 2:** The user enters a valid mobile number for registration, and he/she will receive an OTP on the registered number.
- c. **Step 3:** After entering the correct OTP, he/she has to allow permission for access to phone calls, messages and device location.
- d. **Step 4:** It directs the user to screen where he/she has to enter first name, last name and email id.
- e. **Step 5:** It is followed by a page where it asks profile details of user such as, gender, marital status, occupation,

designation, industry, age, annual income range, area of interest and choice of apps, etc.

- f. **Step 6:** After filling all the required details the user is taken to the homepage, where he has option to see the content, ads and/or book a ride.

(Please Note: Consumer can see the content, ads only after filling the complete profile details)

- B. You understand and acknowledge that you can register on the VUSR PORTAL/APP only after complying with the requirements of the terms and conditions as prescribed in the APP and by entering the Registration data.
- C. You shall ensure that registration data provided by you is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect registration data provided by you. We reserve the right to suspend or terminate Your Account immediately, if We have a reason to believe that the Registration Data or any other information entered and given by You is incorrect, false, misleading, incomplete or that the security of Your Account has been compromised in any way, or for any other reason VAOO may find just or equitable.
- D. You will be allowed to use the APP only after the completion of the verification process.

- E. Except for registration data or any other data submitted by you during the use of any other facility, service, benefits offered through the APP, you agree that any information or materials, that, you or individuals acting on your behalf provide to us will not be considered as confidential or proprietary.

#### **IV. DETAILS REQUIRED FOR REGISTRATION**

- a. You can register as a user by providing a valid phone number, your name, valid and functional email address and specifically for the use & access of wallet, if any other additional information that RBI regulations may prescribe to satisfy know your customer norms or any other information that we may deem fit and require from time to time (Registration data).
- b. You shall ensure that the registration data provided by you is accurate, complete, current and true.
- c. You hereby expressly consent to receive communication from us to your registered phone number and/or email id. You consent to be contacted by us via phone, calls, SMS, App messages and notifications.
- d. You will have to create an ID and password at the time of registering on the VUSR PORTAL/APP.

- e. In the event of any change in the said Registration data, you agree to promptly update your information.

**V. BOOKING A RIDE**

- a. Step 1: To book a ride the user has to click on book a ride option in the homepage.
- b. Step 2: On clicking on book a ride, it takes to the page where the user enters the location of source and destination.
- c. Step 3: The user then selects the type of vehicle and/or category- (also includes auto rickshaw) as per his/her choice and he/she receives the estimated fare accordingly  
  
(The actual fare of the cabs may sometimes differ from the estimated fare displayed on the App to the Consumer due to various internal and external factors including but not limited to the traffic time, route chosen by the Consumer and any such other related factors. Thus, the Consumer understands and agrees that the fare may vary and thus will not raise any kind of objection for the same)  
  
(Please Note: The auto rickshaw facility has not been started yet and will start in the near future. VAOO will update about the same to its consumers. And, it should be noted that Fare for auto rickshaw is different than that of the Cabs)
- d. Step 4: On confirming the vehicle/auto as per his/her choice, the user, then has to confirm the pickup location and the app will then start finding the ride for him/her.

- e. Step 5: After the ride is confirmed, driver details and vehicle details shall be sent to the User/Consumer. It also shows the location of the vehicle and how much time it will take to arrive. (Details include: Vehicle type, Vehicle No./Auto No., Driver Name, Driver Photo, Driver Rating and OTP)  
(Please Note: The actual arrival time of the cab and the estimated time for arrival may sometimes differ according to various internal and external factors and the consumer understands and agrees not to raise any kind of objection for the same)
- f. Step 6: After the vehicle/auto arrives nearby or at the specified source location of the User/Consumer, the user is notified that the driver has arrived at location for pickup.
- g. Step 7: The Consumer has to provide the OTP to the driver to start the trip.
- h. Step 8: Once the trip is started it will show the map and best path to reach the destination. As the vehicle/auto moves the route and estimated time to reach the destination shall be updated in the app.
- i. Step 9: If the route is changed the route is re-routed and will be shown in the app.
- j. Step 10: User/Consumer can also select an option to share his/her journey/trip path with others.
- k. Step 11: There is an option of SOS in case of emergency which can be use by the User/Consumer.
- l. Step 12: After the completion of journey invoice/bill shall be generated in the name of Owner/DCO.

(The bill will be generated in the name of DCO/Owner as the User/Consumer is using the VAOO technology platform as availing the facility of Platform for which VAOO is not charging any fees/commission and also not deducting any money or credits from Drivers/Owner Account unless and until there is any kind of misuse, hacking, tampering of APP or fraudulent behaviour by the Driver/Owner or Consumer)

The VAOO provides you its VUSR Portal/APP, Technology platform VTP as a market places a facility to avail the transportation services provided by the Driver/Owner. The VTP and VUSR Portal/App allows You to send a request for transportation on the VAOO App. The Driver has sole and complete discretion to accept or reject each request for providing his transportation Service. VUSR Portal/APP and VTP shall endeavour to bring You into contact with a Driver, subject to the availability of Driver in or around your source location at the moment of Your booking request for availing services of the Driver/Owner registered with VDR Portal/APP.

## **VI. VAOO CREDITS AND PROMOTIONS**

- a. The User/Consumer can view ads/content after registering with VUSR Portal/APP.
- b. The Content/Ads would include various format including Videos, Gif, Hot Deals, Surveys, animation, graphics and any other digital formats or types.

- c. On clicking any of the ads/content, the ads will begin playing. If the User/Consumer quits, before completing the ad or does not give the feedback/survey after watching the ad, as required by advertisers or in case if available credit limit of the ad (decided and fixed by the Advertising Company) has already been credited to other users, then he/she will not be able to earn any credits.
- d. After User/Consumer completes watching the entire ad/content, the User/Consumer has to fill small feedback/survey which is mandatory and after which the User/Consumer earns the VAOO credits. To earn VAOO credits it is mandatory that the user has to watch complete ads/content and give the necessary feedback. The number overo credit shall be mentioned when the ad/content begins and VAOO endeavour to credit the same only after satisfying the condition mentioned herein.
- e. VAOO in no manner guarantees to credit VAOO credits to the account of the User/Consumer upon watching of Ads on VUSR Portal/APP. However, VAOO endeavours to credit VAOO Credits to the account of the User/Consumer which can be used by the User/Consumer during their bookings with VUSR Portal/APP for availing and using the transportation service provided by the Driver/Owner registered with VDR Portal/APP subject to the terms and conditions as more particularly mentioned herein.
- f. VAOO may offer VAOO credits as part of its promotional offer to the Users/Consumers as per the terms and conditions as particularly mentioned herein. VAOO reserves its rights to



amend/modify the terms and conditions of the promotional offer and shall have sole discretion to withdraw the promotional offer without any notice to the Users/Consumers. There will be separate T&C for the promotional offers mentioned during the promo offers and the Consumer has to follow those T&C along with this T&C.

**VII. USE OF VAOO CREDITS BY USER/CONSUMER of VUSR Portal/APP FOR AVAILING CAB/AUTO Transportation Service Provided by Driver/Owner by using FACILITY of VTP, VDR Portal/App**

- A. The VAOO credits earned by the User/Consumer after watching the ad can be used to avail facility available on VUSR Portal/APP for booking Cab/Auto rides.
- B. The VAOO Credits can also be transferred from one registered VAOO User/Consumer to another registered VAOO User/Consumer through their wallets.
- C. Validity of VAOO Credits:
  - a. The User/Consumer can utilize his/her VAOO credits, within 30 days from the date on which they are credited to their wallet. VAOO Credits beyond a period of 30 days shall automatically expire with a notification on VUSR Portal/APP, that the same has expired.
  - b. In case of transferred VAOO credits to other User/Consumer, the validity for using such transferred credits by the transferee shall be only for 24Hrs from the date and time on such transferred VAOO Credits were

credited to the account of the transferee. The transferred VAOO Credits beyond a period of 24 hours from the date and time of such a credit shall automatically expire with a notification/pop-up on VUSR Portal/APP that the same has expired.

- c. The limitation period of the VAOO credits & value of credits can be changed and shall be updated on the VAOO APP.
- D. The use of VAOO credits shall be strictly as per the terms and conditions as more particularly mentioned herein.
- E. The Advertiser entity has the right to choose the campaign, filters available on VTP, and has the right to set the credit as per their choice or as limit of credit specified by VAOO

#### VIII. **PAYMENT METHOD**

- a. The User/Consumer can make the payment of the Fare for the Ride/Trip by Cash, Credit/Debit Cards, VAOO Money. VAOO Wallet consist of VAOO Money and VAOO Credits.
- b. In case the User/Consumer makes the payment by Cash for the total fare of the ride/trip, then the cash can be paid to the driver after completion of the trip/ride.
- c. In case the payment towards the total fare of the ride/trip is made by Credit/Debit Card, then VAOO shall redirect the User/Consumer, to the respective third-party websites and/or payment gateways for making the payments.
- d. In case of payment towards the total fare of the ride/trip is made through VAOO money the User/Consumer must have in the

VAOO wallet 1.25 times (*total of VAOO money and VAOO credits*) the amount of the estimated fare so as to enable him/her to make a successful payment through VAOO money.

- e. In case of payment towards the total fare of the ride/trip is made through cash, Credit/Debit Card or VAOO money, the VAOO Credits are available in the wallet will be deducted first and the remaining amount shall be settled by the User/Consumer through cash, Credit/Debit Card, or VAOO money subject to the terms and conditions as mentioned herein. The responsibility to collect balance cash, in case of cash payment shall be completely on the Driver/DCO.
- f. If the mode of payment selected by the Consumer is Cash/Card, then Consumer must ensure that he has enough amount with him in CASH or in his CARD as per the estimated Fare at start of journey/ride/trip or actual fare after completion of his journey/trip/ride as 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 for the payment of the dues as per the applicable laws. However, VAOO will not be responsible for any of the non-payments by the Consumer.
- g. In case of payments made by Credit/Debit Card, the payment will be effected using the services of entities providing Payment Gateway/processor services (hereinafter referred to as the **"Gateway"**). The entities providing Payment Gateway/processor services would be authorized by VAOO.

The Gateway entities would be third parties who are duly authorized by the regulatory authority for such transactions, PCI-DSS (Payment Card Industry – Data Security Standard) compliant and no way associated with VAOO.

- h. The User/Consumer making payment through Gateway, authorize the Gateway to complete the transaction and deduct the fare amount as instructed by you while initiating the transaction. You further authorize Gateway to debit and/or credit the amount in the bank account linked with the Account in respect of the payment details till the time Account of the User/Consumer is not deleted from VAOO.
- i. if any additional charges or surcharge such as airport parking charges, Toll Tax, Port Tax, Pay & Park Charges and any other fee, surcharge and/or levy presently payable or imposed in future as per the applicable laws the same shall be paid by the Consumer.
- j. The Consumer/user gives his consent by accepting this Consumer T&C to review & revise the fare as per Market and business conditions and as permitted by applicable laws.

## **IX. WALLET**

- a. The KYC and Terms and Conditions for wallet has to be completed by the Consumer to avail the facility of the platform. In case of 3<sup>rd</sup> party wallet terms and conditions and KYC terms and Conditions of the third party will have to complied with by the User/Consumer.

- b. The wallet consists of two parts VAOO money and VAOO credits.
- c. VAOO money can be only recharged or refilled by any online digital transaction method through and can be used only for the payment of the facilities, and the transportation services provided by Driver/Owner on VUSR Portal/APP. The Money in the wallet can be withdrawn by the Consumer after sending notification or mail to VAOO and VAOO may release the amount within seven (7) business days of banks. The Consumer shall credit his VAOO Money wallet only as per the limits mentioned by VAOO in the Wallet, if any limits are specified by VAOO in VUSR Portal/APP.
- d. VAOO credits are received by viewing the ads which has a validity of 30 days. It can also be received, if any other user of VAOO, transfers VAOO credits to consumer, which will have a validity of 24 hours as more particularly mentioned herein.
- e. The credits that is received from other user cannot be transferred to any other users and can only be used in cab rides.

**X. CANCELLATION POLICY:**

- a. The User/Consumer has to cancel the ride request within 5minutes, after the trip is assigned to the Driver to avoid the cancellation charges. If the Consumer cancels the ride after 5 minutes, then he/she shall be liable for the cancellation charges. (Limit and cancellation charges may change and shall be updated in APP and FAQ)

- b. In case the driver reaches to pick up location, and the delay of more than 5 minutes is made by the Consumer, then the Driver has a choice to cancel the ride and the cancellations charges shall be applicable to Consumer of Rs.50. (Limit & Cancellation charges may change and shall be updated in the APP, & FAQ). The Consumer hence agrees to pay such charges without any dispute.

## **XI. MISUSE OF REGISTERED ACCOUNT**

You shall not host, display, upload, modify, publish, transmit, update or share any information that:

- i. belongs to another person and to which You do not have any right to or interfere with another user's use and enjoyment of the APP or Services available;
- ii. misleading in any way; or
- iii. is patently offensive to the online community, such as sexually explicit Content (as defined hereinafter), or Content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- iv. infringes upon or violates any third party's rights, [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity]; or
- v. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or

- vi. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or
- vii. provides instructional information about illegal activities such as making or buying illegal weapons, or providing or creating computer viruses; or
- viii. contains video, photographs, or images of another person without his or her express or written consent and permission or the consent of his/her guardian in the case of minor; or
- ix. harms minors in any way; or
- x. violates any law for the time being in force or any policies, as updated from time to time; or
- xi. deceives or misleads the users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
- xii. impersonates another person; or
- xiii. contains software viruses, malwares or any other files or programs designed to interrupt, destroy or limit the functionality of or contains any Trojan horses, worms, time bombs, cancel bots, Easter eggs or other software routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the working of the APP or any video being displayed on the APP; or
- xiv. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence

- or prevents investigation of any offence or is insulting to any other nation; or
- xv. is false, inaccurate or misleading; or
  - xvi. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Laws, rule, regulation or guideline for the time being in force; or
  - xvii. reproduce or circumvent the navigational structure or presentation of the APP or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to bar any such activity.
  - xviii. You shall not probe, scan or test the vulnerability of the VUSR Portal/APP or any network connected to the VUSR Portal/APP nor breach the security or authentication measures on the VUSR Portal/APP or any network connected to the VUSR Portal/APP. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the VUSR Portal/APP, or any Customer, including details of Account not owned by You, to its source, or exploit any service or information made available or offered by or through VUSR Portal/APP, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the VUSR Portal/APP.
  - xix. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You



send to Us on or through the APP or any service offered on or through the APP.

xx. In case of any kind of misuse, fraudulent booking, fraudulent behavior, impersonation, tampering, hacking or spoiling done by the Consumer to VUSR Portal/APP,VTP or any other services, products, facilities, benefits of VAOO and VTP, then the Consumer by accepting this T&C has given sole and absolute right to Terminate his/her account and User I/D and all the Credits avail by the Consumer by watching advertisement and Content on VUSR Portal/APP shall be blocked, terminated and expired immediately and shall not be credited or given to the Consumer by any modes.

xxi. You shall not smoke, drink or misbehave in the Vehicle or do any such act or behavior which may disturb/distract the Driver or act in a way violating the Applicable Laws. In case You are found to be involved in the above activities, the Driver has a right to take the ride to nearest local police station and report the issue to the concerned law officer to resolve the issue. You shall be liable to pay fine to the Driver and/or the concerned authorities as per the applicable laws as decided by the law officer of police station and shall pay the appropriate fare of the ride to Driver and also we shall have the right to terminate the Ride. Thereby, if You fail to pay the fine and/or the appropriate fare after the completion of the Ride, the Driver at its sole discretion, take such steps and legal proceedings as it deems fit as may be available under Applicable Law. You shall also be blacklisted as a result of non-payment of the fine and/or non-

payment of appropriate fare and/or misbehaving as the case may be, and in such event, Your Account may be terminated by VAOO.

**XII. RESPONSIBILITY OF USER**

- a. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, videos, music, effects, gifs, artwork (collectively, "Content"), contained on the APP is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
- b. Except as expressly provided in these T&Cs, no part of the APP and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other APP developer or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.

**XIII INDEMNITY FOR VAOO:**

By accepting this Consumer T&C, the Consumer hereby agrees to indemnify VAOO and/or any of its authorised agents, employees harmless for any and all kind of claims, demands, losses, liabilities and/or any other expenses including advocates, attorney's fees, and/or

finances or penalties issued by judgements, orders of courts or judicial authorities in the matters or situations arising out of, or in connection with the activities and performance of Consumer mentioned below:

- i) by any kind of misuse of app by the Consumer which has caused any harm, or damage to any kind legal rights of the Consumer itself or Driver/Owner.
- ii) by any kind of misuse of APP by the Consumer which has caused any harm or damage to any kind legal rights of any other person or third party.
- iii) in case of breach of provision of this T&C or breach of any applicable law by the Consumer and because of which any kind of harm or damage caused to legal rights of Consumer and/or Driver/Owner and/or any other third Party
- iv) if any act of the consumer is violation of any legal rights of any third party including Driver/Owner.

**XIII. SHARING OF APP FOR USE OR SHARING OF USER ID NOT ALLOWED AND IN CASE OF MISUSE DUE TO SHARING RESPONSIBILITY LIES ON CONSUMER.**

- a. You shall not do the following: -
  - i. impersonate any other individual or entity.
  - ii. You may not use the VUSR Portal/APP or any Content for any purpose that is unlawful or prohibited by these T&Cs, or to solicit the performance of any illegal activity or other activity that infringes the rights of VAOO or others.

- iii. You may not attempt to gain unauthorized access to the APP through hacking, password mining or any other means.
- iv. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or VUSR Portal/APP name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of VAOO or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade mark.
- v. name as may be owned or used by Us.
- vi. You may use Account Information in accordance with our privacy policy and other policies. The data may not be transferred outside VUSR Portal/APP.
- vii. You are not allowed to sell, transfer or sublicense VUSR Portal/APP to anyone.
- viii. The consumer shall not share his app or user ID to use the service, facility of VUSR Portal/APP to any other person. If in case the Consumer shares his VUSR Portal/APP or user ID to any other person and if any kind of misuse of APP happens then the responsibility shall be only on the Consumer and the VAOO shall not be at any point of time liable for the same.
- ix. You are not allowed to transfer to a third party any data or information you access. If you transfer the data or information to any person, you do so solely at your own

risk and it would tantamount to breach of such terms and we shall have a right to terminate your user id/ account and shall block and terminate all the credits availed by watching the advertisement on VUSR Portal/App and/or to take all necessary action and claim damages that occur due to misuse of the APP. In case of breach of any of the provisions mentioned above in section XIV, VAOO holds the right to terminate your account on the basis of misuse of VUSR Portal/APP.

**XIV. COOKIES AND NON-SHARING OF INFORMATION-**

- a. To improve the responsiveness for our users, we may use "cookies", or similar electronic tools to collect information to assign each user a unique, random number as a user Identification (user ID) to understand, the user's individual interests using the identified computer. Unless you voluntarily identify yourself (through registration, for example), we will have no way of knowing who you are, even if we assign a cookie to your computer. The only Personal Information, a cookie can contain is information you supply. Our advertisers may also assign their own cookies to your browser (if you click on their ads), a process that we do not control. We receive and store certain types of information whenever you interact with us via APP/ Website, application or service through your computer/laptop/netbook or mobile/tablet/pad/handheld device etc.

- b. Once the User permits, we may obtain additional information such as list of apps installed on your device, device information, location, network carrier ("Information") available on your device, to personalise your experience and improve the app suggestions. This data may be shared within its group portals/applications. Please be informed that the data collection is handled securely, including transmitting it using modern cryptography (secure HTTPS connection).
- c. VAOO shall not disclose any such information of the Consumer to the advertiser entity which is related to individual identification of the person.

**XV. ATTEMPT TO BLOCK THE ADVERTISEMENT OF COMPANIES:**

We restrict un-known Companies/business entity from advertising with us to prevent users from being exploited, even if individual businesses appear to comply with our other policies. Based on our own continuous reviews, and feedback from users and/or consumer protection authorities, we occasionally identify product/ advertisement/ services that are prone to abuse and to avoid unreasonable risk and increase user safety or user experience, we have a conservative position and limit or stop related ads from running.

**XVI. RESTRICTION TO TAMPER THE APP: -**

- a. Any attempt to undermine the purpose of the APP is detrimental and violation of this Anti Tampering Policy. If an

investigation becomes necessary, the involved developer of this APP may be required to provide the Investigation agency to provide with all relevant documents to assist with the investigation, without limitation, such documents would include any and all email and other forms/information received from you (such as voice and text). You may not tamper with or circumvent any security technology included with the Services.

- b. Any public or private statement of interest, qualified or unqualified or to a member of the news media, is a violation of this Anti-Tampering Policy.
- c. *Competitive Advantage Not Required:* - The intent of this Policy is to proscribe certain conduct without regard to how much (if any) advantage, the tampering person/entity/individual may have obtained. As such, neither the developer/ Investigation agency is required to demonstrate or find that the tampering person/ entity/ individual obtained a competitive advantage as the result of its conduct. The person/ entity/ individual will not be able to defend a tampering charge by asserting that it did not obtain a competitive advantage as the result of its conduct. Neither the offender nor any involved person/ entity/ individual may establish that a violation was unintentional solely by demonstrating that was not aware of the relevant provisions of the Anti-Tampering Policy or of the existence and content of any memorandum issued for the purpose of interpreting, revising, or supplementing such provisions.

- d. Failure to cooperate in an investigation shall be considered conduct detrimental and will subject the responsible individual(s)/ user to appropriate penalties.
- e. Penalty for tampering: - We will promulgate to all person/ entity/ individual the details of any penalties imposed for tampering.

**XVII. DEFINING PROCESS RELATED TO WALLET: -**

- a. “Auto-Refill” shall mean a facility to enable Auto-loading credit in the wallet under VAOO Credit option of Wallet of VAOO.
- b. The user/ consumer unconditionally authorizes VAOO to give credit in the Wallet in the user account, once the user opts for the Auto-refill facility on the Application and on seeing the entire advertisement broadcasted on the APP by VAOO.
- c. As pre-condition for availing and/or activating the Wallet, the User/consumer shall be required to provide Adhaar Number issued by UIDAI (Unique Identification Authority of India) or Customer ID issued to them by VAOO which will be validated by One Time password (OTP). After successful validation of Adhaar Number or Customer ID/ Consumer ID the demographic details such as Name, Address etc. registered against Adhaar or Customer ID/ Consumer ID will be



considered for registration of wallet. For existing Wallet User/ Consumer, who does not or fail to validate their Adhaar Number or Customer ID/ Consumer ID (as issued) within 1 (one) year from the date of issuance of the Wallet, VAOO shall have the sole right and discretion to disable and cancel such Wallets, without any further notice to the User/consumer or any kind of risk, responsibility or liability on behalf of VAOO.

- d. Consumer unconditionally agrees and confirms that the usage of the Wallet shall be subject to the following conditions: (a) On successful registration of the User, default Limits as permitted by Reserve Bank of India (RBI), from time to time shall be applicable to all Wallets. (b) Full KYC (Know Your Customer) process as mandated by RBI shall be completed by the User/Consumer within 1(one) year from the date of activation and/or availing the Wallet. In case of any non-compliance or non-completion of KYC process, VAOO shall have the sole right and discretion to disable and cancel such Wallets, without any further notice to the User/ Consumer or any kind of risk, responsibility or liability on behalf of VAOO. All credits, debits or transfer from or into the Wallet will be allowed only upon completion of KYC process to the satisfaction of VAOO. The decision of VAOO in this regard shall be final and binding upon the User.
- e. The User/ Consumer acknowledges and agrees that (i) no interest will be paid by credit given in wallet or Application

used or maintained by the User/ Consumer; (ii) No incentive monetary or otherwise will be paid for any referrals by user about the Application and VAOO will not be responsible for any complaints received against any such referrals.

- f. The User/ Consumer acknowledges and agrees that in case the User does not utilize the Wallet for a continuous period of one (01) year, all credit given in the User's Wallet (loading of wallet) shall be restricted/forfeited at the sole discretion of VAOO. The wallet will be reactivated only after completion of validation and due diligence process as defined by VAOO from time to time.
- g. Wallet is a Closed System Payment Instrument as defined by RBI. This payment instrument is issued by VAOO.
- h. For more information, related to Wallet user/ consumer can visit on wallet T&C and for payment gateway [www.razorpay.com](http://www.razorpay.com)

#### **XVIII. CONSENT FOR KYC ONLY**

The user/ consumer submit voluntarily at their own discretion, the physical copy of Adhaar card/physical e-Adhaar / masked Adhaar / offline electronic Adhaar xml, as issued by UIDAI (Adhaar), to VAOO for the purpose of establishing their identity / address proof and voluntarily give their consent to open account / process instructions for

the said purpose and hereby consent to VAOO for verification of my/our Adhaar to establish its genuineness through Quick Response (QR) code embedded in the Adhaar card or through such other acceptable manner as per UIDAI or under any Act or law from time to time. VAOO has informed the Consumer/user that Consumer/user Adhaar submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. VAOO has informed the Consumer/user that this consent and Consumer/user Adhaar will be stored along with his account details within the bank. The Consumer/user hereby declare that all the information voluntarily furnished by him/her is true, correct and complete. The Consumer/user will not hold VAOO or any of its officials responsible in case of any incorrect information provided by me/us.

**XIX. CONSENT FOR THIRD PARTY PAYMENT INSTRUMENT**

The VUSR PORTAL/APP may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. VAOO is not responsible for their privacy statements and disclosure of information made by you. When you leave our APP, we encourage you to read the Terms and Conditions, privacy notice/policy/statement of every third party website you visit. Agreeing to Privacy Policy and our Terms of Service you consent to sharing of your personal information. The APP/ Services may contain links to websites and services provided by third parties. Any personal information you provide on third party sites or services is provided directly to that third party by you and is

subject to that third party's policies governing privacy and security. VAOO shall not be responsible for the content or privacy and security practices and policies of third-party websites or services to which links are displayed on the Services. We encourage you to learn about third parties' privacy and security policies and terms and conditions before providing them with your personal information.

**XX. SAFETY OF CONSUMER: -**

- a. VAOO also has come up with a new feature named "SHOUT" wherein it enables consumers/users to ask for professional help in an apprehensive situation or an ambush immediately. The APP explains the feature in detail.
- b. The consumer agrees to grant GPS and microphone permissions to VAOO required for the SHOUT feature
- c. The consumer also allows to deduct some standard messaging charges that may apply required to notify VAOO about the danger in the form of message. The message sent from the consumer device will contain the name of the consumer and the location from where the feature is used.
- d. The consumer agrees that it will not misuse this feature and create false alarms.
- e. VAOO shall endeavour to ensure consumer safety by resorting to the remedial measures in case of any uncertain event.
- f. It is hereby clarified that issues are resolved on severity basis and certain may be resolved earlier than the other. However, VAOO shall not be liable or indemnify you for any damages or

losses in the event you are not satisfied with any such resolution.

- a. Reporting of any issue needs to be within 3 days of the happening of the issue failing which, such issue will not be addressed.
- b. VAOO takes no liability for inability to get back on other channels.
- c. VAOO shall endeavour to respond to your issues within 3 working days of your reporting the same and endeavour to resolve it at the earliest possible.

**XXI. COMMUNICATION WITH DRIVER (RESPONSIBILITY OF CONSUMER NOT TO SHARE HIS/HER PERSONAL INFORMATION): -**

- a. The quality of the cab Services requested through the use of the VUSR PORTAL/APP is entirely the responsibility of the Driver who ultimately provides such transportation services to you. VAOO under no circumstance accepts liability in connection with and/or arising from the Services provided by the Driver/Owner or any acts, actions, behaviour, conduct, and/or negligence on the part of the Driver/Owner.

- b. The Driver/Owner shall operate as & have the status of an independent contractor 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 to with respect to Consumer and/or with respect to VAOO.
- c. The relationship between the Driver/Owner and User/Consumer is on a Principal-to-Principal basis, and also, 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).
- d. 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) has separately agreed not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of VAOO. The Driver/Owner has further separately agreed that 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.

- e. The Consumer hereby agrees and properly understands that the Driver/Owner at no point of time is/are employee(s) or authorised representative(s) or authorised agent(s) of VAOO. The Driver/Owner are just a facility user of the VTP and VDR Portal/APP to provide their own transportation service by taking benefit of platform. The Consumer shall not at any point of time disclose any personal information to Driver/Owner or shall not disclose any such information to Driver/Owner which can be misused or used by the Driver/Owner for wrongful activity. In case Consumer discloses any such information to the Driver/Owner apart from the necessary information required to be share during the transportation then it shall be the absolute responsibility of the Consumer and VAOO shall not be liable for misuse or use of such information by the Driver/Owner or by any other person. The after effects of the sharing of information will be totally borne by the Consumer/user and VAOO will be nowhere involved in it.

**XXII. IN CASE OF ACCIDENT BY DRIVER OR DUE TO ANY THIRD-PARTYVEHICLE LYING ON THE ROADS OR DUE TO ANY OTHER REASON WHATSOEVER THE RESPONSIBILITY OF THE SAME SHALL AT NO TIME BE OF VAOO**

- a. 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 Consumer shall not spoil or damage the vehicle, the responsibility of such loss or damage shall be on the Consumer & VAOO shall not be liable for the same.
- b. The Consumer hereby agrees that, any kind of dispute between the Driver(s)/Owner(s) and the Consumer shall not affect the business or functioning of VAOO and its facilities, benefits, services, products.
- c. The Driver/Owner shall bear all 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). The Maintenance of the Vehicle shall not at any point of time be the responsibility of VAOO.
- d. 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.

**XXIII. IN CASE OF CONSUMER MISSING A FLIGHT OR ANY OTHER TRANSPORTATION SYSTEM DUE TO ANY OTHER REASON WHATSOEVER THE RESPONSIBILITY OF THE SAME SHALL AT NO TIME BE OF VAOO AND OTHER RESPONSIBILITIES OF CONSUMER/USER**

- a. VAOO shall not be liable for you missing the trains/ flights/bus/any other means of transport, public or otherwise, due to delays, etc. as the transportation service provided by the Driver/Owner is dependent on many factors which are beyond the control of VAOO. You must book and plan your ride after taking into account the check in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, vehicle breakdown and other un-expected delays due to any reasons
- b. VAOO shall not be liable for any damages resulting from the use or inability to use the APP, including damages caused by wrong usage of APP or network issues, internet issues, malware, viruses or any incorrectness or incompleteness of the information or the Application.
- c. You shall take full responsibility of your items, belongings and luggage. In case of loss of your items, belongings and luggage inside the vehicle during the journey and/or a trip to a particular

destination, Neither VAOO nor the Driver shall be responsible in any manner whatsoever for the same neither it shall be responsible for loss or damage for the same. It shall not be the responsibility of VAOO to deliver your lost items, belongings and luggage to you.

- d. VAOO does not assure a complete sustainability of its facility, benefit of technology platform use by the Consumer to avail the service of Driver/Owner or use by Driver/Owner to provide their service to the Consumer and shall not be held responsible or liable for the same in any manner whatsoever.
- e. In no event, VAOO shall be liable for any direct, indirect, punitive, incidental, special, consequential damages or for any damages whatsoever whether based on contract, tort, negligence, strict liability or otherwise.

#### **XXIV. SERVICES**

- a. **Responsibility of user while using various other services/ facilities of VAOO: -**
  - i. VAOO is responsible only for the advertisement, content displayed and any other additional services, facility, products as and when updated and available for the Consumer and not for the other third party services/content. We recommend you not disclose any personal details or information to the third party services

or any other services available on the VUSR PORTAL/APP.

- ii. Our APP may provide links to other sites. These links/ applications are provided for your convenience only and the provision of these links does not mean that third party Application/ services are related or associated with us.
- iii. Please note that these third party Application/ services have their own terms of use and privacy policies. You should check their privacy policy before you submit your personal information or any other data with them. We neither guarantee the content and security of those third party Application/ services nor do we endorse it. We shall not be responsible for any loss, damage, claim or expense caused as a result of you accessing/ availing these third party Application/ services as the case may be.
- iv. The APP permits you to avail transportation services offered by the Driver/Owner. The VTP, VUSR Portal/App allows you to send a request through the APP to a driver of for availing his/her transportation services. The driver has sole and complete discretion to accept or reject each request for service.

- b. By using the VUSR PORTAL/APP or the facility/service/products of APP, you un-conditionally agree that: -
- i. You will only use the facility or download the APP for your sole, personal use and will not resell or assign it to third party;
  - ii. You will not use an account that is subject to any rights of a person other than you with appropriate authorisation;
  - iii. You will not harm the facility, service in any manner whatsoever;
  - iv. You will use an authorised network to use the facility of transportation service of Driver/Owner and/or avail the other service, products of APP; In case of use of VPN or unauthorised network or hiding of IP by any other process, of device used by the Consumer for accessing VUSR Portal/APP, then the VAOO shall not be liable for the functionality of APP and for SOS and for failure to locate the Consumer to provide necessary assistance or help the Consumer.
  - v. You will comply with all Applicable laws from your country of domicile residence and the country, state/ city in which you are present while using the APP;

- vi. You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

**XXV. NECESSARY INFORMATION OF DRIVER TO BE PROVIDED TO CONSUMER ONCE BOOKING REQUEST OF CONSUMER IS ACCEPTED BY THE DRIVER AND RIDE SHARING SERVICE:**

- a. VUSR PORTAL/APP provides a facility of technology platform as a marketplace where user/consumer who seek to avail the facility of the platform to avail transportation services of Driver/Owner registered with VDR Portal/APP to certain destinations ("Consumer") can be matched with transportation options to such destinations. One option for Consumer is to request a ride from rideshare drivers who are driving to or through those destinations ("Drivers"). As a User, you authorize VAOO to match you with a Driver or Consumer based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. Any decision by a User to offer or accept Rideshare facility/ is a decision made in such User's sole discretion. Each Rideshare facility provided by a Driver to a Consumer shall constitute a separate agreement between such persons.

- b. By using the VUSR PORTAL/APP, you agree to receive communications from us/ VAOO, including via e-mail, text message, calls, IVR system, and push notifications, App messages. You agree that texts, calls or pre-recorded messages may be generated by automatic telephone dialling systems. Communications from us/VAOO, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account.
- c. You are solely responsible for your interactions with Driver providing his/her transportation service by using facility of VTP. The Consumer shall not share any of its unnecessary personal information or any other unnecessary information at any point of time of journey. We do not procure insurance for, nor are we responsible for, personal belongings left in the vehicle by Drivers or Consumer. By using the facility of VTP and VUSR Portal/APP for availing the transportation services of Driver/Owner and/or participating in the Rideshare facility, you agree to accept such risks and agree that VAOO is not responsible for the acts or omissions of Users.
- d. Consumer and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, pick up location. Your name will always be shared with Drivers; you can delete any additional information that you added to your Profile at any time if you don't want Drivers to see it. Consumer will always be able to see Drivers'

names, rating, profile photos, and vehicle information and time duration to pick up

XXVI. **OTHER SERVICES: -**

A. **ADVERTISING FROM COMPANIES**

“Advertisement” or “Ad” means any sort of advertising materials, including text, images, video, ads, content, photo, sounds, graphics, music, logos, themes, animation and any other materials or content or type promoting the goods and services or mobile application, software, etc., provided, enabled, supported or facilitated on the APP. The users un-conditionally agree by downloading the APP and by accepting this consumer T&C to see the advertisement displayed on the VUSR PORTAL/APP.

B. **CONSENT FOR SHOWING CONTENT/ADVERTISEMENT**

We shall display the advertisement on our APP. If you download the VUSR PORTAL/APP, you represent and warrant that you have the authority to bind yourself to these terms and your consent to these terms will be treated as the consent as per your own free will. By downloading the VUSR PORTAL/APP and accepting this Consumer T&C, you consent to receive consent request from various brands. and gives consent to show the ads/content to you on VUSR PORTAL/APP.

C. **CONSENT FOR SURVEY AND FEEDBACKS FROM CONSUMER ON ADVERTISEMENT**

By downloading the VUSR PORTAL/APP and by accepting this Consumer T&C, you expressly consent to undergo a survey and/or provide a feedback on the content or ad shown on the VUSR Portal/APP, which shall be shared with the Advertising Company

**XXVII. CONTENTS CAN BE OF VARIOUS TYPES**

The Contents in the ad/survey/deals can be of various types like videos, animation, gif or any other electronic or digital way or medium of advertisement or branding or a way to reach to Consumer to make him aware about the brand and product.

**XXVIII. 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.

**XXIX. SEVERABILITY**

In case any of the clauses of these terms and conditions are held to be unenforceable, then the said clause shall be severed from these terms and conditions and other clauses and provisions of these Terms and Conditions shall remain in full force.



**XXX. TERMINATION**

Unless terminated in accordance with the present clause, the agreement between VAOO and you shall commence from the time you download the VUSR Portal/APP and shall continue and these terms and conditions shall apply for each ride booked through the VUSR Portal/APP.

You are entitled to terminate the agreement at all times by deleting your account out of your own free will, thereby discontinuing the use of all the facilities, benefits, services, products offered by VAOO.

VAOO is entitled to terminate the agreement at any time and/or immediately if you have violated these terms and conditions and/or if you in any manner misuse tamper, hack, spoil the VUSR Portal/APP, without giving any notice to you. VAOO will give notice to you in accordance with these terms and conditions and applicable provisions of law.

**XXXI. DISCLAIMER:**

- a. VAOO disclaims and shall disclaim all representation, warranties, assurance to the Consumer to be register or already registered with APP, of any kind or manner, whether express and/or implied as to condition, performance, suitability, efficiency, economic viability and accordingly disclaims all liabilities, whether, Civil, Criminal, Tortious, or otherwise, that

may cause and/or accrue as a consequence of the use of VUSR Portal/APP or any warranty taken on behalf of VAOO.

- b. 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 Consumer of the
  - i. terms this Consumer T&C
  - ii. all the applicable laws, rules & regulations duty
  - iii. and any other applicable laws of the jurisdiction
- c. VAOO does not endorse, advertise, advise or recommend You to avail the Services of any Driver personally.
- d. VAOO and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from your use or non-use of the App/Service/Site, or Your reliance upon the Service/data/information contained upon the Site (whether arising from VAOO or any other person's negligence or otherwise).
- e. VAOO disclaims all the disputes raised by the Consumer/user against VAOO.

## **XXXII. ASSIGNMENT**

You shall not assign any right arising out of these terms and conditions without written consent from VAOO.

VAOO can assign its rights under these terms and conditions to any party as it deems fit.

**XXXIII. ARBITRATION & JURISDICTION**

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