

# General Terms

## IMPORTANT: PLEASE READ CAREFULLY

**Kindly read and agree to general terms and conditions for Serviceon delivery partner.**

PICK UP AND DELIVERY EXECUTIVE AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY

This document (hereinafter "Agreement") is a legal contract between you and Serviceon Automotive Technologies Private Limited (hereinafter, "Serviceon"), a private company incorporated under the provisions of Companies Act, 2013, having its registered office at 2<sup>nd</sup> floor, no.206, Nehru nagar, T junction Mumbai- 400017, India.

BY CLICKING THE "ACCEPT" BUTTON BELOW, OR BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION.

These terms and conditions are effective from January 14, 2020. Serviceon and the "Parties" and individually as a "Party".

Vehicle collectively referred as two wheeler (Motor Bike)

### WHEREAS:

You have represented and warranted to Serviceon that you have a validly registered motor vehicle and a valid driving license, and have the necessary expertise and knowledge in order to provide vehicle pick-up and delivery services to customers who place orders with the Service centre/Workshops listed on the website or mobile application operated by Serviceon ("Customer/s").

On installing this application, providing your requisite details to Serviceon, receiving a unique login ID and password, and agreeing to the terms outlined in this Agreement, you have now consented to provide Services (hereinafter defined) as a Pick-up and drop delivery executive on a non-exclusive, principal-to-principal basis, as per the terms and conditions further outlined in this Agreement.

### NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:

Definitions and Interpretation

#### Definitions

"Agreement" shall mean this Pick-up and drop delivery executive Agreement and shall include any modifications of this Agreement as may be updated from time to time;

"Services" shall mean the service of pickup and delivery of vehicle by the Service centre/Workshop and in the event a Customer chooses to pay at the time of delivery, collection of cash from the Customer and deposition of the same in accordance with Serviceon's instructions; and

Term" shall mean the duration of your association with Serviceon as a Pick-up and drop delivery executive. Which shall be at the sole determination of Serviceon and which shall be the period during which you shall have an active login ID and password to act as a PICK-UP AND DROP DELIVERY EXECUTIVE through this mobile application.

Interpretation

In addition to the above definitions, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.

All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.

Words denoting singular shall include the plural and vice versa. Words denoting any gender shall include all genders unless the context otherwise requires.

Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in permanent visible form.

The terms "include" and "including" shall mean, "include without limitation"

The headings, sub-headings, titles, subtitles to Clauses, sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the Annexure, and shall be ignored in construing the same.

#### Pricing and Compensation

The total consideration for the performance of Services by the Service centre/Workshop shall be as per the Payout Scheme (available for viewing on this application). The Payout Scheme is subject to revision by Serviceon from time to time, and the pick-up and drop delivery executive shall not be entitled to refuse any revision in rates, his only remedy being to inform Serviceon and terminate this Agreement.

The amounts payable to the pick-up drop delivery executive shall be calculated based on the data collected by Serviceon by way of the pick-up drop delivery executive's activities recorded on the mobile application. Serviceon shall keep a record of the number of hours logged by him/her and the number of orders picked up and successfully delivered by the Pick-up drop delivery executive and such records shall be made available to the Pick-up drop delivery executive on request. Serviceon shall make payments to the Pick-up drop delivery executive on a weekly basis, on the basis of the rates laid down in the Payout Scheme, subject to any penalties or deductions as may be applicable (available for viewing under the Payout Scheme on this application)

The Pick-up drop delivery executive may raise any issues with respect to the amounts received by him/her and/or any discrepancies in payments, within 48 (forty eight) hours of receipt of such amounts. Such claims shall be resolved by authorized Serviceon representative's pursuant to due investigations into the Pick-up drop delivery executive's records and discussions with the Pick-up drop delivery executive with respect to the claim

The amounts payable by Serviceon to the Pick-up drop delivery executive are subject to deduction of tax at source, as per applicable laws.

## **Statutory Requirements**

Both Parties shall take all such actions as may be required or prudent under the circumstances to enable them to remain in good standing, and to obtain and keep current all Government licenses, permits and approvals, municipal licenses and other operational licenses which are necessary or advisable for performance of the respective obligations under this Agreement and each party will indemnify the other party for any claim, action, proceeding, damages in respect of the same.

The Pick-up drop delivery executive shall comply with all Governmental and statutory requirements. The Pick-up drop delivery executive hereby agrees to indemnify and keep Serviceon indemnified from time to time against any and all losses, damages, penalties, action, proceedings etc., that may be instituted by Government officials or any authority in discharge of their official duties under any law or rule or regulation as may be applicable, on account of any lapse or irregularity caused by the Pick-up drop delivery executive in carrying out his obligations under this Agreement. In case the Service centre/Workshop is registered under GST, the same should be communicated to Serviceon.

## **Intellectual Property**

The Pick-up drop delivery executive shall not, by the performance of any of the Services or otherwise, acquire any rights in or to use any trademark, service mark, corporate name, copyright, patent or trade secret or the like (collectively called "IPR") developed, owned, used or adopted by Serviceon or any of its affiliates now or in the future, whether or not such IPR is registered. During the Term of this Agreement, the Pick-up drop delivery executive may use only such IPR as expressly permitted to be used by Serviceon. and only in the course of performance of the Services as provided in this Agreement, and as directed by Serviceon pursuant to this Agreement

## **Indemnity**

It is expressly understood that the Pick-up drop delivery executive is an independent entity and Serviceon has no control or supervision over the Pick-up drop delivery executive with respect to the amount of time for which, and the manner in which he/she carries out his/her obligations under this Agreement.

It is hereby expressly stated that the Pick-up drop delivery executive shall have complete responsibility to comply with all applicable laws, orders, regulations, and rules or any governments, statutory, or other authorities having appropriate jurisdiction. In this regard, the Pick-up drop delivery executive shall always keep Serviceon indemnified, and shall hold Serviceon harmless against any proceedings or prosecution initiated by any statutory body or third party, and shall bear the costs of any such proceedings or prosecution, including advocates fees' and related expenses.

The Pick-up drop delivery executive shall indemnify and hold harmless Serviceon and its officers, directors, employees and contractors, and shall on demand, promptly reimburse them, for any and all payments of money including fines, damages, legal fees and expenses by reason of any claim, demand, liability, tax, or judicial or administrative investigation or proceeding: arising from any act, omission, or obligation of the Pick-up drop delivery executive or anyone hired, employed by, or associated or affiliated with the Pick-up drop delivery executive; or otherwise with respect to the Pick-up drop delivery executive's performance or the Services and not arising from the fault or negligence of Serviceon.

## **Termination**

Termination of the relationship between Serviceon and the Pick-up drop delivery executive may be effected in the following manner

In the event of a breach of the terms of this Agreement by the Pick-up drop delivery executive or Serviceon discovering a breach of any of the obligations or of the Code of Conduct by the Pick-up drop delivery executive

Serviceon shall tally the amounts payable to the Pick-up drop delivery executive according to the Payout Scheme and complete full and final settlement of all amounts payable within 20 (twenty) days from the date of deactivation of the Pick-up drop delivery executive's account

Serviceon may, at any time, decide to terminate this Agreement, The login ID provided to the Pick-up drop delivery executive shall be deactivated on the 5th (fifth) day, and Serviceon shall complete full and final settlement of all amounts payable within 20 (twenty) days from the date of deactivation of the Pick-up drop delivery executive's account.

The Pick-up drop delivery executive may notify a Serviceon representative of his/her intention to terminate the Agreement with Serviceon, at least 5 (five) days prior to such intended termination. The login ID provided to the Pick-up drop delivery executive shall be deactivated on the 5th (fifth) day, and Serviceon shall complete full and final settlement of all amounts payable within 20 (twenty) days from the date of deactivation of the Pick-up drop delivery executive's account. Final settlement of all amounts payable within 20 (twenty) days from the date of deactivation of the Pick-up drop delivery executive's account.

In the event the Pick-up drop delivery executive fails to notify Serviceon of his/her intention to terminate the Agreement and uninstall the mobile application, Serviceon shall not be liable to settle any amounts payable to the Pick-up drop delivery executive.

Serviceon may at any point, contact the Pick-up drop delivery executive by way of a notification on this mobile application or by directly contacting the Pick-up drop delivery executive, to notify him/her of any breach of any term of this Agreement. Serviceon may, at its sole discretion give the Pick-up drop delivery executive 15 (fifteen) days to rectify the breach, and in the event the Pick-up drop delivery executive rectifies the breach to the satisfaction of Serviceon, Serviceon may at its option elect not to terminate this Agreement.

Upon termination of this Agreement in any manner, the following provisions shall take effect:

All rights granted to the Pick-up drop delivery executive under or pursuant to this Agreement shall cease, and the Pick-up drop delivery executive shall have no further rights or obligation to perform the Services.

Each Party shall immediately cease its activities concerning the Services under this Agreement, subject to the Pick-up drop delivery executive picking up and delivering all orders that have been placed by Customers prior to the termination. On Serviceon instructing the Pick-up drop delivery executive to do so the Pick-up drop delivery executive shall promptly return all items including but not limited to all sales literature, sales brochures, invoices, delivery records, waybills and other materials or facilities of any kind furnished or owned by Serviceon or referring to Serviceon.

Serviceon shall pay the requisite dues to the Pick-up drop delivery executive as per the Payout Scheme, subject to any penalties or deductions that may be applicable as set out herein or in the Payout Scheme, for the Services rendered up to the date of termination of this Agreement, and the Pick-up drop delivery executive shall also settle all outstanding dues, if any payable to Serviceon.

## **Assignment**

The Pick-up drop delivery executive shall not assign this Agreement in full or in part or any of his entitlements, rights, liabilities, obligations arising out of this Agreement to any person or third party without the prior written consent of Serviceon. Consequently, the Pick-up drop delivery executive shall not permit any third person to use the mobile application installed on his/her mobile device, with the login ID and password provided specifically to the Pick-up drop delivery executive by Serviceon.

## **Confidentiality**

Each Party acknowledges that during the performance of this Agreement, the other Party may disclose certain confidential information to such Party to further the performance of this Agreement. For purpose of this Agreement, the term "Confidential Information" means any and all oral or written information that is not generally known and that receiving Party obtained in the performance of its service/duties in relation to the disclosing Party. The term "Confidential Information" shall include, but shall not be limited to, Intellectual Property, classified information, inventions, discoveries, know how, ideas, computer programs, source codes, object codes, designs, algorithms, processes and structures, product information, research and development information, lists of clients, and other information relating thereto, financial data and information, business plans and processes, pricing and discount policies of the products or services and any other information that disclosing Party may disclose to receiving Party, or that receiving Party may know by virtue of its position or the circumstances in which it learned it. Confidential Information also includes information obtained by the receiving Party in confidence from third parties, including, but not limited to, consultants, or clients and any other information of a private, confidential or secret nature concerning the disclosing Party whether or not relating to the business of the disclosing Party.

## **Amendments**

This Agreement may be altered/ amended/ modified at any point of time by Serviceon. During the Term of the Agreement, and the Pick-up drop delivery executive shall receive a notification of such amendment by way of a notification on this mobile application.

## **Entire Agreement**

This Agreement, together with the Terms & Conditions, Privacy Policy, Payout Scheme and Code Of Conduct document, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents.

If any provision of this Agreement is found to be unenforceable in any jurisdiction, the balance of this Agreement shall not be effected by the unenforceable provision, and such provision, shall, if feasible, be modified in scope so that it becomes enforceable.

## **KYC**

The Pick-up drop delivery executive agrees to provide Serviceon with the following information and details:

Valid photo ID Proof;  
Valid Driving License; and  
Valid Address Proof

The Pick-up drop delivery executive further authorizes Serviceon to use the above provided information to complete a background verification check in order to comply with the statutory requirements as prescribed by the laws in force in India.

The Pick-up drop delivery executive agrees to disclose to Serviceon all information with regard to the Services and the activities performed by the Pick-up drop delivery executive in relation to this Agreement and make available all records, data and information relating thereto as and when requested by Serviceon.