

TERMS AND CONDITIONS

1. Carmy Transit Services Private Limited Company is managing this website, its application, and its services.
2. The stipulated terms and conditions (hereafter referred to as "User Terms") govern the use of the Site, the Service, and the Application, as well as all information, suggestions, and services made available to you on or through our available platforms to access our services. It exists as an electronic record in terms of the Information Technology Act of 2000. This is why there is no need for physical or digital signatures for such an electronic record as it is generated by a computer system.
3. You show your agreement to the stated terms and conditions if you click the "I ACCEPT" button or by using Carmy Transit Services Private Limited Company's services. Before using the site, kindly make sure you have gone through and comprehended these entire user terms. In case of non-acceptance of the user terms by you, do not use the site or avail any of its services. To use the services of the site, your agreement to these user terms

would serve as a binding agreement between you and our Carmy Transit Services Private Limited Company services.

4. If you accept the user terms, it would reflect your agreement to the stated privacy and policy available at Carmy Transit Services Private Limited Company / privacy policy. Further by showing your agreement to the User Terms, you permit the Carmy Transit Services Private Limited Company to keep you up-to-date with its service via SMS and email alerts.

5. These user terms would not apply to corporate entities that are governed by the Carmy Transit Services Private Limited Company corporate terms of use. However, those who are availing of the ride services under the direct arrangements between corporate entities and Carmy Transit Services Private Limited Company would be managed by these user terms.

Defining terms

6. The definitions provided below will apply to all capitalized, defined terms in these User Terms:-

(a) "**Account**" refers to the user account that the customers / Drivers create on the Carmy Transit Services Private Limited Company application to use the Carmy Transit Services Company services.

(b) "**Additional Fee**" refers to any toll duty, interstate taxes, etc. that aren't already covered by the total ride fee or aren't included in the Fare but have to be paid to a third party or government agency.

(c) It is to carry out the Ride according to the "**Relevant Laws and Applicable Laws**" refers to and encompasses all applicable laws, statutes, enactments, acts of parliament, laws, ordinances, rules, by-laws, regulations, notices, guidelines, policies, directions, directives, and orders of any governmental authority, tribunal, or court of law.

(d) "**Application**" refers to the mobile application "Carmy Transit Services Private Limited Company," which is updated by Carmy Transit Services Private Limited Company at specific intervals.

(e) "**Convenience Fee**" or "**Access Fee**" refers to the amount that the client must pay to Carmy Transit Services Private Limited Company for the utilization of Services, including door-to-door service, Wi-Fi access, customer assistance, and cashless payment alternatives. On every reservation made through the site, there would be a convenience fee which would be the subject to charge.

(f) "**The City of Operation**" stands for the location where Customers and Drivers, respectively, request and provide transportation services. For the avoidance of doubt, both the Customers' and the Drivers' services must be provided within the same city.

(g) A user who has an account on the application is referred to as a "**Customer or You**" and "**Drivers or You**" as applicable.

(h) "**Driver**" refers to the person who is registered with Carmy Transit Services Private Limited Company and owns a vehicle with the necessary city taxi permits and other applicable transport vehicle permits and licenses to provide

transportation services within the City of Operation. Further, any person who may be evaluated, appointed, and trained by an operator associated with us to offer transportation services on its behalf.

(i) An “**electronic wallet**” refers to a pre-paid device available for making payments.

(j) “**Fare**” refers to the amount in Indian Rupees that you can see on the Application as the fare due for the particular Ride that a Driver performs. The fare for an auto (a motor cab) must adhere to legal requirements or official guidelines.

(k) Any incident that results because of any unexpected cause and is beyond Carmy Transit Services Private Limited Company’s reasonable control would be subject to a “**Force Majeure Event.**”

(l) “**Carmy Transit Services Private Limited Company**” or “**us**” or “**we**” or “**our**” refers to Carmy Transit Services Private Limited Company, a business with its registered office at 11/10, Mohanpuri, Meerut, Uttar Pradesh.

(m) "**Registration Data**" refers to and may include the customer's current, genuine, valid, and accurate name, email address, phone number, and any further information so that Carmy Transit Services Private Limited Company may be able to request registration on the Application for time-to-time.

(n) "**Ride**" refers to the journey taken by the Customer in the Vehicle that is made possible by the Site.

(o) "**Service(s)**" refers to the facilitation of the services by Carmy Transit Services Private Limited Company via the Application, phone at the Carmy Transit Services Private Limited Company call center, or through a booking on the Site.

(p) "**Site**" refers to the application, the Carmy Transit Services Private Limited Company website any other software that makes it possible to use the application, or any other URL that Carmy Transit Services Private Limited Company may specifically offer you.

(q) "**Substitute Vehicle**" refers to a different vehicle that has been scheduled to transport Customers to their destination.

(r) "**Total Ride Fee**" refers to the fare, convenience fee or access fee, cancellation fee, additional fee, toll fee, peak charges, waiting charges, night charges and any applicable taxes or charges at the time of the ride.

(s) These customer terms and conditions are referred to as "**T&Cs**" and "**User Terms.**"

(t) A third-party service provider stands for "**TPSP.**"

(u) The term "**vehicle**" refers to a motor cab or auto rickshaw or Two wheeler bike or scooter or any other passenger carrying device or means according to the Motor Vehicles Act of 1988. 2. Eligibility factor:

7. We provide the right to use our services only when users meet all of the requirements below:-

(a) You must be at least 18 (eighteen) years old.

(b) Under the applicable laws, you must be competent to enter into a contract.

(c) If the use of the Service or the capacity to engage in agreements like these user terms is restricted due to age, you must adhere to such restrictions.

Registration And Account

8. Registration and account:

(a) You realize and agree that to register on the site; you must first meet the requirements of this clause 8 and provide your registration data.

(b) You are responsible for making sure that the registration data you give is true, accurate, current, and complete, as well as periodically updated. For any false, outdated, or wrong registration data that you give, we shall have no liability.

(c) You would be only accountable for the maintenance of privacy of your registration data and you will be held

accountable for all acts and transactions made through Your Account regardless of the fact that your account is operated by you or someone else. Your Account cannot be given away, sold, or delegated to another person. You would be responsible for any damages you might suffer if someone else uses your password or account.

(d) We have the authority to check out the authenticity of registration data or any other information you have provided us. We also reserve the right to suspend or terminate your account with immediate effect and for an indefinite period if we find the shared information wrong or untrue or for any other reason we find just or equitable.

(e) Carmy Transit Services Private Limited Company does not want you to send any confidential or proprietary information to us on the Site or in any other way unless otherwise required by Applicable Laws. Further, by showing your agreement to these user terms, you acknowledge that Carmy Transit Services Private Limited Company will not consider secret information or materials that you or people

on your behalf offer to Carmy Transit Services Private Limited Company that is not permitted information.

(f) It is your accountability to confirm that the application you download is functional for your device. If you download the wrong version of the application for your mobile device or if you do not have a compatible mobile device then we would not be answerable for that issue. If you use the service or application with an unauthorized or incompatible device, we possess the right to terminate the service and access to the application by you.

(g) We only offer permission to you to open one account in connection with your shared registration data. You may connect to us at support@carmyservices.com if you find any illegal use of your account in any way.

(h) If you cannot access your account, please contact us at support@carmyservices.com and make a written request for your account to be blocked. Before 72 (seventy-two) hours after you have filed a written request to block your account,

we will not be responsible for any unauthorized transactions conducted by your account.

9. You can use the various services provided by Carmy Transit Services Private Limited Company or a third party through the Site. (a) The Services enable you to request a Driver on the Carmy Transit Services Private Limited Company network through the Carmy Transit Services Private Limited Company's network. Each request for Service may be accepted or rejected at the Driver's sole and absolute discretion. If a request is accepted by a Driver, Carmy Transit Services Private Limited Company will give you information about the Driver, including the Driver's name, vehicle license number, phone number, and all required information for your comfortable ride.

(b) Carmy Transit Services Private Limited Company will help you make reasonable attempts to get in touch with a Driver, provided that a Driver is available in or around Your location when you book ride service.

10. Using the Application or the Service, You agree that:

(a) You will only use the Service or download the Application for Your personal use. You will not use an account that is subject to any rights of a person other than you without the necessary authorization.

(b) You will not use the Service or Site for illegal purposes.

(c) You will not attempt to harm the Service, Site, or our network.

(d) To use the Service, you would be liable to utilize an authorized network only.

(e) You would need to be aware of the standard messaging rates, data rates, and voice rates, as applicable, of your and our phone network service providers.

11. While using the Site or Service, You will:-

(a) Implement all applicable laws from your country of domicile and residence and the country, State, or City in which you are present.

(b) Stay aware of and abide by the Information Technology Act, of 2000, and its rules, regulations, and guidelines.

12. If any of the aforementioned conditions are not met, we reserve the right to immediately cancel the Service and the usage of the Application. Further, Carmy Transit Services Private Limited Company will save the data you share or record your calls in contact with you for all service-related issues.

13. Any changes to the information you have provided must be immediately notified to Carmy Transit Services Private Limited Company on the Carmy Transit Services Private Limited Company App, by SMS, or via email.

14. On the Carmy Transit Services Private Limited Company App, by SMS or via email through your registered mobile number or registered email ID, Carmy Transit Services Private Limited Company or a representative authorized by Carmy Transit Services Private Limited Company will inform you of the services, discounts, and promotions. In addition to these, you have the choice to stop getting this information at any time and at your convenience.

15. You show agreement to provide Carmy Transit Services Private Limited Company with the non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use any copyright, publicity, database, or other rights you may have in your information, in any media concerning your information.

16. You permit Carmy Transit Services Private Limited Company for sharing your information, as well as any other information that is allowed, with third parties.

17. You acknowledge and agree that Carmy Transit Services Private Limited Company may share any information you submit with other parties to facilitate the provision of certain value-added services offered to you by such third parties or by Carmy Transit Services Private Limited Company. You expressly agree that your registered phone number, email address, or the Site may be used by Carmy Transit Services Private Limited Company or third parties to contact you regarding value-added services.

18. You acknowledge and agree that you will not hold Carmy Transit Services Private Limited Company liable for any such communications you receive from third parties, nor will any such

communications constitute spam, unsolicited communication, or a breach of your registration with the national do-not-call / do-not-disturb registry.

19. Carmy Transit Services Private Limited Company would have the authority to partner up with any other institution that is in the business of offering services that are identical to or similar to those in this article. Apart from these, Carmy Transit Services Private Limited Company will offer You the services either jointly or separately with the other party or parties in a joint venture. You hereby would be liable to grant such a tie-up your unreserved approval and assent. The terms and conditions included below will become applicable in respect of such a tie-up arrangement.

20. You must abide by the following if Carmy Transit Services Private Limited Company offers you any device as part of the Services, including but not limited to Carmy Transit Services Private Limited Company:-

(a) **Carmy Play**. "Carmy Play" refers to a connected automobile platform managed and run by Carmy Transit Services Private Limited Company that includes multiple

gadgets within the car and cloud technology for your best and most engaging experience.

(b) The **content** included in the Carmy Transit Services Private Limited Company Device(s) ("Content") may not be copied, distributed, downloaded, stored, duplicated, or reproduced in whole or in part through any medium, including, but not limited to, tape, disc, hard drive, computer system, or another electronic recording.

21. You will not:-

(a) Create a product or service that is in direct competition with the Carmy Transit Services Private Limited Company Device(s) or Content.

(b) Develop a product using concepts, features, functions, or graphics that are similar to the Carmy Transit Services Private Limited Company Device(s) or Content.

(c) Copy any concepts, features, functions, or graphics from the Carmy Transit Services Private limited Company Device(s) or Content.

(d) Run an automated program or script, such as web spiders, web crawlers.

22. You must carefully adhere to these User Terms and not use the Carmy Transit Services Private Limited Company Device(s) for any illegal or unlawful activities, including but not limited to playing or watching pornographic content. You must use the Carmy Transit Services Private Limited Company Device(s) only for the purposes that Carmy Transit Services Private Limited Company determines. You alone will be held accountable for any legal wrongdoing you do while using the Carmy Transit Services Private Limited Company Device(s).

23. You must ensure the Carmy Transit Services Private Limited Company Device(s) are in your possession and are in good condition. Carmy Transit Services Private Limited Company reserves the right to charge you any sum (s) it deems appropriate for the usage of the Carmy Transit Services Private Limited Company Device(s) by you.

24. You must alert the Driver right away if any technical or safety problems with the Carmy Transit Services Private Limited Company Device(s) arise.

25. You must use the Carmy Transit Services Private Limited Company Device(s) with care, and you must not do or allow anything that could harm the Carmy Transit Services Private Limited Company Device (s). If the Carmy Transit Services Private Limited Company Device(s) are harmed and cannot be repaired as a result of your actions, you must pay Carmy Transit Services Private Limited Company the sum (s) that Carmy Transit Services Private Limited Company deems appropriate. Without affecting Carmy Transit Services Private Limited Company's rights under these User Terms and under Applicable Laws, Carmy Transit Services Private Limited Company shall be permitted to suspend or terminate Your Account with Carmy Transit Services Private Limited Company if you refuse or are unable to pay the amounts assessed by Carmy Transit Services Private Limited Company. Any delay in payment would incur late payment fees at the rate of 10% per annum after a delay of 30 days. Thus you will have to pay the sum (s) with additional penalty of 10% per

annum to be charged from 31st day of the occurrence of incidence for which you had to pay.

26. You must abide by the following if Carmy Transit Services Private Limited Company gives you any Vehicle to test as part of the Services, including but not limited to Carmy Transit Services Private Limited Company vehicle s of any type.

(a) You will use the test Vehicle only for testing and cannot exceed the fixed time and distance.

(b) You would have no right to utilize the test Vehicle for any other purpose other than testing and also you cannot exceed the stipulated time and distance.

27. Carmy Transit Services Private Limited Company, using its best efforts and sole discretion, may arrange for a Substitute Vehicle to complete Your Ride to Your destination in the event of a breakdown of the Vehicle that is beyond repair before the completion of the Ride. However, the availability of the substitute vehicle will determine how it is arranged.

28. You understand and accept that the substitute vehicle may not be the same model as the one you originally reserved from the site.

29. Carmy Transit Services Private Limited Company disclaims all responsibility and liability for any delays or losses you may incur as a result of the failure of your vehicle or a substitute vehicle.

BOOKING CONFIRMATION

30. Carmy Transit Services Private Limited Company will proceed to confirm or deny the booking based on the availability of Vehicles at the pickup time, which will be communicated to you via app or SMS or email, after receiving the booking request from you in the manner described above. If the reservation is confirmed, you must check the information, including but not limited to the pick-up time and location, and if there is an error, you must contact us right away by calling our call center.

31. Carmy Transit Services Private Limited Company shall procure reasonable efforts to bring you into contact with a driver

with suitable vehicle as per your requirement subject to the availability of Driver and suitable vehicle in or around your location at the moment of your request for such service. You are responsible for any delays you experience as a result of failing to check the confirmation msg on app or SMS or email or failing to quickly notify Carmy Transit Services Private Limited Company of the inaccurate information.

32. Only a small group of customers will be qualified to use the Service through Carmy Transit Services Private Limited Company "Guest Booking" function. These clients will be subject to the terms and conditions outlined here as well.

Payment

33. Carmy Transit Services Private Limited Company will impose a convenience fee or access fee for the service, which will be chosen and altered entirely at its exclusive and unfettered discretion. Before starting your ride, you will be told of the Convenience Fee or Access Fee that you must pay to Carmy Transit Services Private Limited Company.

34. If you choose to use these services, TPSP will occasionally charge you the fees it may advise you of.

35. Under Clauses of Cancellation Policy as given in succeeding paras under Para Headings of Cancellation Policy, you will be obliged to pay the Cancellation Fee, which will be included in the receipt for the Total Ride Fee.

36. Total Fee is the total ride fee and any additional fee that you might have to pay. Extra Fee is any amount or sum incurred during the ride in cash, such as an Additional Fee that isn't covered by the receipt for the Total Ride Fee, like Toll Fee or Parking Fees or night charges of driver or any other extra charges to be paid to the driver or the government or any other agency.

37. As stated in Clause given in para 41 below, the Driver or Carmy Transit Services Private Limited Company will collect the Total Fee as mentioned in Clause as mentioned in para 36 from you after the Ride.

38. Carmy Transit Services Private Limited Company will give you a receipt for the total fee you owe at the end of the ride, but

you can also request separate invoices from the TPSPs for the Fare and Additional Fee as well as the Convenience Fee or Access Fee. From our Support page, you may submit a request for a copy of the bills.

39. You are responsible for paying any relevant taxes related to the fare, convenience fee, additional fee, and cancellation fee to the TPSPs or Carmy Transit Services Private Limited Company, as the case may be.

40. You may select from one of the following four options to pay the service fee:-

(a) **Cash payment**. After the ride is over, you can give the driver cash in payment for the total ride fee.

(b) **E-Wallet payment**. Carmy Transit Services Private Limited Company gives you the option to pay online using an E-Wallet that is supported by a third- party payment processor (the "Payment Processor"). Bookings made over the phone or when the user is not logged into his or her Account on the Site will not be eligible for E-Wallet money.

41. The terms, conditions, and privacy policies of the Payment Processor that Carmy Transit Services Private Limited Company hires for the purpose will govern how payments are processed in connection with your use of the E-Wallet. Carmy Transit Services Private Limited Company disclaims all liability for any mistakes made by the payment processor. Additionally, even when using an e-wallet, You must pay all Additional Fees (described below) directly to the relevant authority or person in cash, or, if the Driver has already paid them, to the Driver. When you decide to pay with an E-Wallet, Carmy Transit Services Private Limited Company will collect the Fare on behalf of the Driver or TPSP (Third Party Service Provider), who is in charge of rendering the relevant Services. The Fare will be collected by Carmy Transit Services Private Limited Company on behalf of the Driver or TPSP, who will be in charge of providing the transportation services when you decide to pay with Carmy Transit Services Private Limited Company Credit.

42. **Use of a credit card, debit card, or online banking Payment.** The total fee must be paid using a payment gateway or processor that has been approved by Carmy Transit Services

Private Limited Company. For the successful completion of payment towards the Total Fee to Carmy Transit Services Private Limited Company, you agree and undertake to share relevant payment details with the PG, including credit and debit card details (Card Details). You allow the PG to carry out such activities. The PG may debit or credit the bank account linked to your payment information with your permission. Additionally, with your permission, the PG may conduct transactions that you initiate at any of Carmy Transit Services Private Limited Company affiliates using Your Card Details. As long as you keep your account open with us, your authorization will be valid. The PG will not process any additional transactions you initiate at the Site, Application, and sites of any of Carmy Transit Services Private Limited Company's affiliates if you erase Your Card Details from the PG or delete Your Account.

43. All payment-related disputes must be settled between you and the Payment Processes unless they are the result of a mistake or flaw in the Site. Any unlawful use of Your E-Wallet while or after using the Services on the Site is not Carmy Transit Services Private Limited Company's responsibility.

CANCELLATION POLICY

44. The need for cancellation of the booked ride may arise irrespective of time. In that condition, the Carmy Transit Services Private Limited Company app provides users with the option to cancel the ride as per requirement. But users may be liable to pay specific charges for the cancellation if they initiate cancellation after booking a ride and the driver has been assigned or after their driver arrives or is about to arrive at the selected location. Such a provision allows drivers to receive reimbursements for their travel time and efforts that he has made to serve the customers. To make sure about the easy pick-ups you must book the rides when you are completely prepared to avail the services. Your substantial decision to use the ride services would help you avoid possible complications and will also let the driver have easy pickups. You understand and agree that you may, at any time, cancel your request for a vehicle from a driver in exchange for paying a cancellation fee as described below: Despite the aforementioned, if the driver is more than five (5) minutes late to

pick you up, you won't be charged a cancellation fee. The same applies if you cancel after five (5) minutes of the cab's authorized time or if a driver cancels before reaching at your location. Whenever you try to cancel a booking or service request, you will be informed of the cancellation fee that will apply. The notification will appear on the site or the application.

45. You will have to pay the cancellation fee after your next ride is over, if not paid earlier. The cancellation fee will be paid under these User Terms. Ride cancellation charges for Carmy Transit Services Private Limited Company are as under:-

(a) You would be liable to pay charges if a booked ride is canceled after the driver's acceptance. The policy applies to all vehicles.

(b) If your driver cancels after he waits at least five minutes at your selected place for pickup.

(c) Tips to cancel the ride with Carmy Transit Services Private Limited Company:-

(i) **Before A Driver Accepts Your Ride Service Request.**

You need to Swipe up from the bottom of your screen before a driver accepts your travel request Further, you have to click on the option confirm, and then cancel.

(ii) **Post Acceptance Of Your Ride Request By The Driver.**

You need to swipe up from the bottom of your app screen. Thereafter you will need to tap the cancel option and then confirm.

(d) You may put inquiries associated with billing and cancellation requests in writing or via email to help support the account security and privacy of the Carmy Transit Services Private Limited Company app.

(e) **Refund Policy.** Refunds for cancellations of the ride service made by you will depend on certain factors. Carmy Transit Services Private Limited Company would not be accountable for the loss of your money if you share incorrect banking details or account details. The complete process of refund will take 7 to 10 business days. Carmy

Transit Services Private Limited Company refunds under the following conditions only:-

(i) In case the driver cancels the ride at the last hour without providing any substantial reason after the acceptance of your ride service request and Carmy Transit Services Private Limited Company fails to help you with an alternative ride then you would be eligible to receive a complete refund of the paid amount.

(ii) If the allocated driver by Carmy Transit Services Private Limited Company does not drop you at your selected destination without defining the reason then you would be eligible to receive a refund of your auto-paid amount.

(iii) You would be entitled to receive a refund of additional charges by Carmy Transit Services Private Limited Company if the driver takes the long route without user approval for their convenience.

(iv) If the booked car breaks down without reaching the destination and the driver could not resolve issues for your inconvenience then you would be entitled to receive your full paid amount for the booked ride.

46. Corporate rides booked under the terms and conditions are exempt from the provisions of this clause.

USER TERMS

47. You must not consume alcohol or smoke in the vehicles, act inappropriately around the driver, and cause the driver to become distracted, or break any applicable laws. In addition to having the right to cancel the Ride, you will be required to pay us a fine. After the Ride is over, if you still haven't paid the fine, we may, at our discretion, take whatever legal action may be available to us. If you don't pay the fine or behave badly, as the case may be, you'll also get blacklisted, and Carmy Transit Services Private Limited Company may close your account as a result.

CUSTOMER RELATIONSHIP MANAGEMENT TERMS

48. You must contact us via the email address available “support@carmyservices.com” if you have any concerns or questions about how our services are being used.

49. If a ride is reserved through our application, you must rate the ride once it has ended. You acknowledge that while posting comments, feedback, testimonials, or reviews on or about the Rides or Services, you will do so in a fair, accurate manner.

50. Carmy Transit Services Private Limited Company will try to reply to your complaints within 2 (two) working days of receiving them and work to have them resolved as soon as practicable. Reporting of any issue needs to be within 30 (Thirty) days of the happening of the issue or incident failing which such issue will not be addressed. It is hereby made clear that concerns are addressed according to their seriousness, and some may be settled sooner than others. If you are not pleased with any such conclusion, Carmy Transit Services Private Limited Company will not be responsible for any damages or losses.

51. You agree that Carmy Transit Services Private Limited Company may use its best efforts to assist you in times of safety

events, emergencies, or distress under Carmy Transit Services Private Limited Company's internal standards on the emergency response by accepting these User Terms and tapping the SOS button on the Carmy Transit Services Private Limited Company App. Carmy Transit Services Private Limited Company may take corrective action(s), including but not restricted to:-

(a) The Carmy Transit Services Private Limited Company representative may escalate the incident internally or coordinate with any outside security service providers to help you or send reaction teams to your location.

(b) To help you, Carmy Transit Services Private Limited Company may report the event to any relevant government agencies, such as the local police station. Carmy Transit Services Private Limited Company may also give these agencies access to your personal information, including but not limited to your precise GPS location, registered email address, and phone number.

(c) Carmy Transit Services Private Limited Company may work with outside security companies to help you and deal

with the situation. To help you and only to resolve the incident, Carmy Transit Services Private Limited Company may disclose your personal information with third parties, such as a security services provider, including but not limited to your precise GPS location, registered email address, and phone number.

(d) In addition to the foregoing, you might get phone calls from a Carmy Transit Services Private Limited Company representative and/or the appropriate response team at the time of pressing the SOS button and while the incident is being resolved and the same shall not be construed as breach of TRAI guidelines, in as much as these would be made for Your security and safety purposes.

(e) By agreeing to this section, you specifically authorize Carmy Transit Services Private Limited Company to take the aforementioned steps as well as any other ones that may be necessary to facilitate a successful emergency response.

(f) This provision does not, in any way, prevent you from seeking any other type of assistance from any other party, and Carmy Transit Services Private Limited Company will not be liable for any service deficiencies supplied to you under this clause on a best-efforts basis.

52. **Force majeure**. In the event of a Force Majeure Occurrence, we shall not be liable for any failure to perform our obligations under these User Terms, and in such an event, our obligations under this User Terms shall be suspended for the duration of the Force Majeure Event.

53. **Liability**. The advice-free information, suggestions, and services offered to you on or through the Site, the Application, and the Carmy Transit Services Private Limited Company call center are for informational purposes only. Although Carmy Transit Services Private Limited Company will make reasonable efforts to keep the Site and its contents accurate and up to date, it does not make any guarantees as to its correctness, accuracy, or lack of malware or viruses.

54. **Indemnification**.

(a) Service depends on numerous circumstances beyond Carmy Transit Services Private Limited Company's control.

(b) Carmy Transit Services Private Limited Company disclaims all responsibility for your missing trains, flights, events, or delays of any kind. You must schedule Your Ride after considering the check-in time, traffic, weather, political gatherings, roadblocks, vehicle breakdowns, and other unforeseen delays.

(c) Carmy Transit Services Private Limited Company will only make an effort to put you in touch with the driver assigned to your ride if the vehicle is late arriving at the pickup location by more than 30 (thirty) minutes after the scheduled pickup time.

(d) Carmy Transit Services Private Limited Company disclaims all responsibility for any losses arising out of the use or inability to use the Site, including those brought on by erroneous or imprecise use of the Site, a mistaken call center number, network problems, malware, viruses, or inaccurate or imprecise Information or Application.

(e) You are fully responsible for your belongings and luggage. While Carmy Transit Services Private Limited Company will make a "best- effort." Endeavour to find any missing goods within the vehicle during the trip, Carmy Transit Services Private Limited Company is not liable for any loss or damage to those items. You must notify Carmy Transit Services Private Limited Company in writing within 24 (twenty-four) hours of utilizing the vehicle or Carmy Transit Services Private Limited Company's services if you leave any items in the vehicle or have any complaints regarding the Services or the usage of the vehicle. If it is discovered, you will be informed where to pick it up from the Carmy Transit Services Private Limited Company office after 3 (three) working days from the date you were notified. However, Carmy Transit Services Private Limited Company will not be liable for returning the item to you. As long as the delivery location is less than 20 kilometers from the Carmy Transit Services Private Limited Company office, Carmy Transit Services Private Limited Company will bring the lost

item(s) back to you upon request after 3 (three) working days from the date you were informed.

(f) Carmy Transit Services Private Limited Company makes no guarantees about the service's long-term viability and is not in any way accountable or liable for it.

(g) Carmy Transit Services Private Limited Company will not be held liable for any lost communications or information about program benefits and status updates. All of this information will be delivered to the registered mobile number or email address for Carmy Transit Services Private Limited Company. The suitability of phone, email or any other communication channel will not be Carmy Transit Services Private Limited Company's responsibility. If any inaccuracies were included in the information supplied to you regarding the booking confirmation, it is your responsibility to notify them.

(h) The scope and duration of such warranty exclusions and the extent of Carmy Transit Services Private Limited Company liability shall be the minimum authorized by

applicable law if applicable law does not permit the exclusion of specific guarantees or the limitation or exclusion of liability.

55. **LICENSE APPLICATION**

(a) Carmy Transit Services Private Limited Company grants you a limited, non-exclusive, non-transferable, and non-sub licensable license to download and install a copy of the application on a single mobile device that you own or control, such copy of the application only for your personal use, and use of the site is the subject to your compliance with these user terms.

(b) You are not allowed to:-

(i) License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Service or Site available to any third party;

(ii) Modify the Service or Application or make derivative works based thereon; (iii) build Internet "links" to the Service.

(iii) "Frame" or "mirror" any Site on any other server, wireless device, or Internet-based device.

(iv) "Access" the record, copy, or otherwise make accessible to the public any ideas, features, functions, or graphics of the Service or Site.

(v) Run an automated program or script, such as but not limited to, web crawlers, web robots, web ants, web indexers, bots, viruses, worms, or any other program that might make numerous server requests per second or that unnecessarily burdens or impairs the operation and performance.

14.4 Carmy Transit Services Private Limited Company will have the authority to look into and prosecute any of the aforementioned offenses to the maximum extent of the law. Carmy Transit Services Private Limited Company may work with law enforcement agencies to help prosecute users who break these User Terms. You agree that Carmy Transit Services Private Limited Company is under no obligation to monitor your use of the site, service, or

posted content, but that Carmy Transit Services Private Limited Company does have the right to do so to maintain the Site and Service, to verify that you are abiding by these User Terms, or to comply with Applicable Law, a court order or other governmental requirement. Carmy Transit Services Private Limited Company maintains the right to delete or disable access to any content at any time and without prior notice.

CONFLICT TERMS

56. Unless the exception has been expressly agreed to in writing by referring to the relevant Clause sought to be modified under this User Terms, the terms of the User Terms shall prevail in the event of any conflict or inconsistency between this user terms and any other agreement executed between you and Carmy Transit Services Private Limited Company.

57. **Disclaimer.**

(a) You acknowledge that Carmy Transit Services Private Limited Company does not in any way offer transportation services, but rather serves as an electronic platform for the aggregation of vehicles. You should not use any Drivers whose services Carmy Transit Services Private Limited Company does not endorse, advertises, counsels, or recommends. Additionally, Carmy Transit Services Private Limited Company makes no promises or guarantees regarding the conduct, deeds, or information of users posted on the website.

(b) You should not take any statement of warranty as a warranty from us since we do not authorize anyone to speak on our behalf.

(c) Carmy Transit Services Private Limited Company and its representatives, officers, employees, agents, and contractors are not responsible for any loss, damage, claim, expense, cost, or liability resulting directly or indirectly from Your use or inability to use the Service or the Site, or from Your reliance on the Service or the information on the Site.

(d) Without any express or implied warranties of any kind, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose, this site, the application, and all material on the site and the application are supplied "as is." By using the Site or Application, you agree that doing so is at your own risk, that Carmy Transit Services Private Limited Company is not liable for any damages of any kind arising from your access to or use of the Site and Application, and that Carmy Transit Services Private Limited Company will not be responsible for any errors or omissions in the content of the Site or Application.

(e) The Site or Application uses all images, audio, video, and text for illustrative reasons. If there are any models, actors, or items in the photographs, they are not in any way endorsing the services. Any resemblance between any substance and someone or anything else is coincidental and/or accidental.

(f) Carmy Transit Services Private Limited Company doesn't work in the insurance industry and doesn't offer any insurance-related services. Under group travel insurance policies obtained from insurance providers, Carmy Transit Services Private Limited Company has facilitated the supply of insurance services for the benefit of Customers, serving as the group manager of the policy. Any benefits from using the insurance services offered by the insurance companies, including coverage, claims, and settlements, are not guaranteed or promised by Carmy Transit Services Private Limited Company regarding the insurance policy or insurance company.

58. **Changes In The Service And User Terms.**

(a) Carmy Transit Services Private Limited Company maintains the right, in its sole discretion, to change, suspend, block, discontinue, or restrict your use of all or any features of the Service or Application at any time, as well as to amend or replace any of these User Terms in whole or in part.

(b) The updated User Terms will be posted on the website. You must frequently visit the Site to view the most recent User Terms.

(c) By checking the "Last Updated", you can find out when Carmy Transit Services Private Limited Company last changed the User Terms. If no such additional consent is requested, your continuing use of the Site after the User Terms have been modified will be deemed your acceptance of the modifications. The most recent version of the User Terms posted on the Site at the time of such use shall govern your use of the Site and the Services.

Notice Terms

59. Carmy Transit Services Private Limited Company may deliver a notice in a variety of ways, including a general notice on the Service or Application, an email to Your registered email address, a text message to Your registered mobile number, or a written letter mailed to Your address listed in Carmy Transit Services Private Limited Company's account information.

Intellectual Property Ownership

60. Carmy Transit Services Private Limited Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Carmy Transit Services Private Limited Company's intellectual and property rights, in and to (i) the Site, Application, product, Service and any suggestions, ideas, enhancement requests, feedback, recommendations or any other offering; (ii) text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or (iii) other information provided by You or any other party relating to the Site, Application or the Service. Third party trademarks may appear on this Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's Carmy Transit Services Private Limited Company's intellectual and property, You need to get permission directly from the owner of the Carmy Transit Services Private Limited Company intellectual property for any use.

61. These User Terms do not constitute a sale and do not convey to You any rights of ownership in or related to the Site, the Application or the Service, or any Carmy Transit Services Private Limited Company's intellectual and property rights owned by Carmy Transit Services Private Limited Company. You shall be solely responsible for violations of any laws and for any infringements of any intellectual property rights caused by use of the Services or the Site/ Application.

62. You may use information on the Site purposely made available by Carmy Transit Services Private Limited Company for downloading from the Site, provided that You:-

(a) Do not remove any proprietary notice language in all copies of such documents and make no modifications to the information.

(b) 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.

(c) Do not make any additional representations or warranties relating to such information.

TERM AND TERMINATION OF LICENSE AGREEMENT

63. Unless terminated explicitly, the agreement between Carmy Transit Services Private Limited Company and You is perpetual in nature upon downloading the Application and for each Service booked through the Site.

64. You are entitled to terminate the agreement at all times by deletion of Your Account, thus disabling the use by You of the Site. You can close Your Account at any time by following the instructions on the Site.

65. Carmy Transit Services Private Limited Company is entitled to terminate the agreement at all times and with immediate effect (by disabling Your use of the Site and the Service) if You:-

(a) Violate or breach any term of these User Terms.

(b) In the opinion of Carmy Transit Services Private Limited Company, misuse the Application or the Service. Carmy is not obliged to give notice of the termination of the agreement in advance. After termination Carmy Transit Services Private Limited Company will give notice thereof in accordance with these User Terms.

66. Termination of this agreement will not prejudice accrued rights of either Carmy Transit Services Private Limited Company or You.

67. Clauses (Indemnification), .. (Liability), ..(Application License), (Contents posted on Site/ Application), .. (Carmy Transit Services Private Limited Company's Intellectual and Property Ownership), (Term and Termination), (Notice) and (Applicable Law and Dispute Resolution) and such other provisions which are intended to survive the termination, shall survive the expiry/termination of these User Terms in accordance with their terms.

68. **Invalidity Of One Or More Provision.** The invalidity of any term of these User Terms shall not affect the validity of the other

provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

69. **Valid Law And Dispute Resolution Terms.** The laws of India govern these User Terms. The parties shall try to resolve any dispute, claim, or controversy amicably through negotiation and consultation at such offices of Carmy Transit Services Private Limited Company as Carmy Transit Services Private Limited Company may designate to avoid litigation. Any dispute, claim, or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the site, the service, or the application would be resolved in a forum designated by Carmy Transit Services Private Limited Company. In the event the dispute is not resolved internally between after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act,

1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to a sole arbitrator mutually appointed by Carmy Transit Services Private Limited Company and You. The place of the arbitration shall be Meerut, Uttar Pradesh , unless otherwise mutually agreed by Carmy Transit Services Private Limited Company and You in writing.