

TERMS & CONDITIONS

(For Users of hmRide Platform)

1. These Terms & Conditions ("Terms") govern access to and use of the hmRide mobile application, website, software, digital interfaces, and all related services, tools, features and facilities made available through or in connection with the same (collectively, the "Platform"), owned and operated by M/s Humride Mobility Private Limited, having its registered office at 703, 7th Floor, Palm Court, M G Road, Sector-16, Industrial Estate, Gurgaon - 122007, Haryana (hereinafter referred to as "hmRide", "Company", "we", "us" or "our").
2. By accessing, browsing, registering on, downloading, installing, or using the Platform in any manner, you acknowledge that you have read, understood and agreed to be bound by these Terms, the Privacy Policy, safety policies, cancellation policies, fare/wallet rules and any other policies or notices published on the Platform from time to time. If you do not agree to these Terms, you must not access or use the Platform.

A. NATURE OF PLATFORM

3. hmRide operates as a technology-enabled intermediary platform that facilitates ride-sharing and mobility connections between independent third-party drivers and passengers. The Platform functions as an enabling interface for users to discover, connect, coordinate and transact with one another, subject to these Terms.
4. hmRide does not own, lease, manage or operate vehicles, and does not employ drivers or act as a transport service provider, taxi operator, common carrier, principal, agent or employer of any driver or passenger. All transportation services are rendered directly by independent drivers, who are solely responsible for operation of their vehicles and the provision of ride services.
5. hmRide shall comply with applicable licences, permissions and regulatory requirements where the same are required under applicable law. However, nothing contained in these Terms shall be construed as hmRide itself undertaking carriage of passengers or assuming operational control over any vehicle or ride.
6. hmRide's role is limited to providing technology support, including user onboarding, verification support, ride discovery, matching, communication tools,

safety tools, payment facilitation, wallet-related functionality where applicable, ratings, grievance support and platform administration.

7. Driver verification on the Platform is limited in scope and is conducted on the basis of documents, declarations, information and data submitted by the driver and/or obtained through third-party verification systems, government databases, service providers or other lawful verification channels.

8. Users expressly acknowledge that driver verification by hmRide does not constitute any guarantee, endorsement, certification or warranty regarding a driver's character, morality, past conduct, future conduct, driving skill, fitness to drive, professional competence, physical or mental condition, vehicle condition, insurance adequacy, licence validity after onboarding, or suitability for any particular ride.

9. hmRide does not continuously monitor drivers or vehicles in real time beyond the safety, GPS, system and support features expressly made available on the Platform. hmRide is not responsible for errors, delays, inaccuracies, non-availability or failure of third-party verification systems, government databases, GPS systems, payment systems, mapping services, network providers or other external infrastructure.

10. Users shall exercise independent judgment, reasonable caution and personal responsibility while using the Platform. Use of in-app safety features, alerts, monitoring tools or grievance support by hmRide shall not create any employer-employee, principal-agent, partnership, fiduciary, transport operator or carrier relationship between hmRide and any driver or passenger.

B. ELIGIBILITY

11. To register, create an account, book rides, offer rides, make payments, receive wallet benefits, or otherwise independently use the Platform, a person must be at least 18 years of age and legally competent to enter into a valid and binding contract under applicable law.

12. Minors shall not independently register, create or maintain an account on the Platform. A minor may travel only as a passenger where the ride is booked, authorised and consented to by the minor's parent or legal guardian, in accordance with Section D of these Terms.

13. Access to and use of the Platform is subject to successful completion of mandatory verification procedures as prescribed by hmRide from time to time. hmRide reserves the right to restrict, suspend, reject or deny access to any user who fails to meet eligibility, verification, safety, compliance or platform requirements.

C. ACCOUNT REGISTRATION & VERIFICATION

14. All users are required to create an account on the Platform and complete the prescribed identity verification process before accessing or using applicable services.

15. Registration on the Platform is subject to submission of true, accurate, current and complete information. Continued access to the Platform is conditional upon successful verification and ongoing compliance with these Terms.

16. The verification process may include, without limitation, government-issued identity verification, Aadhaar-based authentication where permitted by applicable law, live photograph or liveness verification, driving licence verification, vehicle registration details, insurance-related information, mobile number verification, email verification, gender verification for restricted modes, emergency contact details and such additional checks as hmRide may require from time to time.

17. By registering on the Platform, you consent to hmRide undertaking such verification procedures and sharing relevant information with verification vendors, payment service providers, cloud service providers, safety service providers, law enforcement agencies, government authorities and other service providers strictly for lawful and legitimate purposes connected with the Platform.

18. hmRide may suspend, restrict, reject or terminate any account if the information submitted is incomplete, inaccurate, false, misleading, outdated, suspicious, fraudulent, non-compliant or inconsistent with the verification records or Platform policies.

D. SERVICE STRUCTURE & RIDE MODES

19. hmRide may offer different ride options or modes ("Modes") to provide flexibility, safety and comfort to users. Each Mode may have specific eligibility,

access, safety, verification and usage conditions as determined by hmRide from time to time.

20. The currently contemplated Modes include the following:

(a) Blue Mode (Standard Carpooling): This is the default ride option available to verified users. It allows shared rides between individuals, including mixed-gender participation, subject to successful verification and Platform rules.

(b) Pink Mode (Female-Only Carpooling): This Mode is designed exclusively for female users. Only verified female drivers and verified female passengers may access this feature. For safety and privacy, this Mode may not be visible or accessible to male users on the Platform. Access shall be granted strictly based on verification through submitted identity credentials and Platform records.

(c) Pink-Bike (Female Two-Wheeler Service): This is a short-distance ride option, typically between 3 to 10 kilometres, operated exclusively by verified female drivers for female passengers. This Mode includes mandatory safety requirements including use of helmets and proper safety fittings such as saree guards or similar protective measures, wherever applicable, which must be complied with at all times.

(d) Green Mode (Family-Friendly Rides): This Mode is designed for higher-trust travel requirements, including rides involving senior citizens or minors. Drivers permitted to operate under this Mode may undergo enhanced verification, additional checks or internal screening. Such enhanced verification is a risk-reduction measure only and shall not be treated as a guarantee of safety, conduct, competence or suitability.

21. hmRide reserves the right to modify, rename, restrict, withdraw, suspend, merge or reallocate access to any Mode at its sole discretion, including for reasons of safety, compliance, operational feasibility, service availability, regulatory requirements or business policy.

22. For rides involving minors, including under Green Mode, the following conditions shall apply:

- (a) A minor may travel as a passenger only with prior, express and informed consent of their parent or legal guardian.
- (b) By booking, authorising or facilitating a ride for a minor, the parent, legal guardian or accompanying adult represents and warrants that they have lawful authority to provide such consent, are aware of the ride details and these Terms, and accept full responsibility for the minor's safety, wellbeing, conduct and travel arrangements.
- (c) hmRide does not independently verify the presence, supervision, authority or consent of a parent or guardian for every ride, and shall not assume custodial, supervisory, parental or guardianship responsibility for any minor passenger.
- (d) Personal data of a minor shall be processed only with verifiable parental consent, wherever required under the Digital Personal Data Protection Act, 2023 and applicable rules. By registering, booking or authorising travel for a minor, the parent or legal guardian provides such consent and takes responsibility for the accuracy of information submitted.
- (e) hmRide reserves the right to require additional documentation, declaration, OTP confirmation, guardian approval or verification before permitting a minor to be registered, booked for or allowed to travel through the Platform.

E. HOW THE PLATFORM WORKS

- 23. The Platform uses automated and algorithm-based systems to match users with available rides based on factors including location, destination, route, preferences, availability, mode selection, ratings, punctuality score, safety settings and other platform parameters.
- 24. Ride matches are generated dynamically and may vary from time to time depending on availability, traffic conditions, GPS accuracy, user preferences, driver acceptance, cancellations, system performance and other real-time circumstances.
- 25. hmRide endeavours to provide efficient and reliable matching services but does not guarantee ride availability, driver availability, passenger availability,

exact pickup time, exact arrival time, uninterrupted service, route accuracy, fare estimate accuracy, or compatibility between users.

26. All fare estimates, arrival estimates, distance estimates, route estimates, availability indications and matching suggestions displayed on the Platform are indicative and may vary depending on real-time conditions, system data, user behaviour, driver acceptance, route changes, payment adjustments or other operational factors.

F. USER OBLIGATIONS

27. All users shall use the Platform in a lawful, responsible, respectful and safe manner and shall comply with these Terms, applicable laws, traffic regulations, safety requirements, Platform policies and all directions issued by hmRide through the Platform.

28. Users shall not engage in harassment, discrimination, intimidation, stalking, abusive behaviour, unsafe conduct, offensive communication, physical misconduct, verbal abuse, sexual misconduct, threats, coercion, fraud, impersonation or any other conduct that may compromise the safety, dignity, privacy or rights of any person.

29. Users shall provide accurate ride details, including pickup location, destination, route preferences, passenger details, mode selection, emergency contact details and any relevant information necessary for safe and proper functioning of the Platform.

30. Drivers using the Platform shall be solely responsible for ensuring that they possess and maintain, at all relevant times, a valid driving licence, valid vehicle registration certificate, valid motor insurance including third-party liability coverage, valid pollution under control certificate, fitness certificate and permit wherever applicable, and all other documents required under the Motor Vehicles Act, 1988 and applicable rules, regulations and guidelines.

31. Drivers shall comply with all traffic laws, helmet and seat-belt requirements, vehicle safety requirements, speed limits, parking rules, route restrictions, licensing conditions, vehicle fitness requirements, insurance requirements and directions issued by police, traffic authorities, transport departments or other competent authorities.

32. Passengers shall be responsible for their own conduct, punctuality, belongings, compliance with safety requirements, lawful behaviour and cooperation with the driver and Platform safety processes.

33. Users shall not misuse gender-restricted, category-specific or safety-sensitive Modes, including by providing false or misleading information to access Pink Mode, Pink-Bike, Green Mode or any other restricted feature.

G. FARES, PAYMENTS & WALLET

34. Ride fares, convenience charges, platform fees, wallet deductions, cancellation fees, penalties, incentives and other charges may be determined based on distance, route, mode, time, system-generated pricing parameters, applicable taxes, promotional offers, wallet rules, platform caps and other parameters notified by hmRide from time to time.

35. Payments may be made through integrated digital payment systems, UPI, cards, net banking, payment gateways, in-app wallet or any other payment method made available on the Platform. All payments shall also be subject to the terms and policies of the relevant payment service provider, payment gateway, bank, card network or wallet provider.

36. By using the Platform, users authorise hmRide and its payment partners to deduct applicable charges, adjust wallet balances, process refunds, apply penalties, credit incentives, process automated deductions and undertake reconciliations in accordance with these Terms and Platform policies.

37. hmRide shall not be responsible for delays, failures, reversals, non-processing, chargebacks, wrong deductions, payment gateway failures, bank failures, UPI failures or other payment-related issues caused by third-party payment systems, banks, payment service providers or user errors. hmRide shall provide reasonable support for resolution of such issues through the Platform.

38. Wallet credits, promotional benefits, referral benefits, incentives or coupons, if any, shall be subject to expiry, usage restrictions, non-transferability, non-cashability, reversal and other conditions notified on the Platform.

H. PUNCTUALITY & AUTOMATED PENALTY MECHANISM

39. hmRide may enforce a punctuality framework to promote timely and efficient ride experiences for users.

40. A delay-based penalty may be triggered where a user, whether driver or passenger, is delayed by 10 minutes or more beyond the scheduled pickup time, subject to the Platform confirming the presence of the other party within a 200-metre radius of the designated pickup location or such other radius as may be notified on the Platform.

41. Where applicable, a sum of Rs. 50 or such other amount as may be displayed on the Platform may be automatically deducted from the delayed user's wallet and credited to the punctual user, without manual intervention.

42. The determination of delay, location proximity, pickup status and penalty applicability shall be based on system-generated GPS data, time stamps, device signals, ride logs and Platform records. Such records shall be treated as final for operational purposes, subject only to correction of manifest technical error established through the grievance mechanism.

I. CANCELLATION AND NO-SHOW POLICY

43. Users may cancel a booked ride before commencement of the journey, subject to this Section and the cancellation fee schedule displayed on the Platform at the time of booking or cancellation.

44. The cancellation policy shall operate in a structured manner as follows:

(a) Cancellation before driver acceptance: If a passenger cancels before a driver accepts the ride request, no cancellation fee shall ordinarily apply.

(b) Cancellation after driver acceptance but before the driver reaches the pickup location: Such cancellation may attract a cancellation fee as displayed on the Platform, considering the time elapsed, distance travelled by the driver, mode of ride and inconvenience caused.

(c) Cancellation after the driver reaches or is in close proximity to the pickup location: Where the driver has reached the designated pickup location or is within the proximity threshold determined by the Platform's GPS system, a higher cancellation fee may apply as displayed on the Platform.

(d) Passenger no-show: If the passenger fails to appear at the pickup location within the waiting period notified on the Platform, the ride may be treated as a passenger no-show and applicable cancellation fees, punctuality penalties and wallet deductions may be applied.

(e) Driver cancellation after acceptance: A driver who cancels an accepted ride without a valid and documented reason may be subject to penalty, reduced punctuality score, reduced matching priority, temporary restriction, suspension or other platform action.

(f) Safety or emergency cancellation: Where a cancellation is reasonably attributable to safety concerns, medical emergency, accident, unlawful conduct, harassment, vehicle breakdown, force majeure event or any other bona fide reason accepted by hmRide, the cancellation fee may be waived, reversed or adjusted at hmRide's discretion, subject to supporting information wherever required.

(g) Platform or technical cancellation: Where a ride is cancelled due to technical failure, duplicate booking, payment failure, GPS error, map error, regulatory direction, safety intervention or other reasons attributable to the Platform, hmRide may process an appropriate refund, wallet credit or adjustment.

45. The applicable cancellation amounts, no-show charges, waiting period, proximity threshold, refund rules and wallet adjustment rules shall be published or displayed on the Platform and may be updated by hmRide from time to time. Upon publication or display, such fee schedule shall form part of these Terms.

46. Repeated, habitual, bad-faith, fraudulent or abusive cancellations by any user may result in temporary restrictions, reduction in matching priority, reduced visibility, withholding of incentives, wallet adjustment, account suspension or termination, subject to internal review and applicable law.

47. Refunds or wallet reversals, where approved, shall be processed through the original payment method, wallet, credits or such other method as hmRide may determine. Actual credit timelines may depend on banks, payment gateways, UPI systems, card networks or other third-party payment providers.

J. SAFETY & MONITORING

48. All rides on the Platform may be subject to real-time GPS tracking, route monitoring, ride logs, device signals, emergency alerts, safety features, user reports and system-generated safety checks for safety, support, compliance and operational purposes.

49. Any deviation from the planned or expected route may trigger alerts to the passenger and/or notifications to hmRide's safety systems for monitoring and review. hmRide may intervene, contact users, pause services, alert emergency contacts, or take other safety measures in cases of suspected risk, irregular activity, distress, misconduct or safety concern.

50. Safety features are intended to reduce risk and support users, but they do not eliminate all risks associated with travel, road use, third-party conduct, network failure, GPS inaccuracy, device unavailability, accident, criminal conduct or emergencies. Users remain responsible for exercising caution and contacting police, ambulance, emergency services or other competent authorities where required.

K. RATINGS & PERFORMANCE METRICS

51. Users may be subject to ratings, punctuality scores, safety flags, cancellation history, ride completion metrics, complaint history and other performance metrics determined on the basis of conduct, timeliness, reliability, feedback and overall usage of the Platform.

52. Such metrics may impact ride matching priority, visibility, access to Modes, eligibility for incentives, access to safety-sensitive rides, frequency of matches, reliability status and other Platform features.

53. hmRide may review, adjust, suspend, disregard or remove ratings, scores or feedback that appear fraudulent, abusive, retaliatory, discriminatory, manipulated, misleading, spam-based or inconsistent with Platform records.

L. PROHIBITED ACTIVITIES

54. Users shall not engage in fraud, impersonation, identity misuse, false verification, document forgery, payment fraud, chargeback abuse, misuse of another person's account, unauthorised account access, or any deceptive or unlawful activity on or through the Platform.

55. Users shall not circumvent the Platform by entering into direct or offline arrangements with other users to avoid platform processes, payments, safety features, grievance mechanisms, service fees, verification or other safeguards.

56. Users shall not upload, publish, transmit, share, display or make available through the Platform any information, content, message, profile detail, image, media or material that is unlawful, defamatory, obscene, pornographic, paedophilic, invasive of privacy, harmful to children, harassing on the basis of gender, racially or ethnically objectionable, insulting or discriminatory, threatening, abusive, deceptive, patently false or misleading, impersonating another person, infringing intellectual property rights, violating confidentiality, promoting illegal activity, threatening public order, national security, sovereignty or integrity of India, or containing viruses, malware, harmful code, bots, scripts or unauthorised data collection tools.

57. Users shall not scrape, crawl, harvest, mine, copy, reverse engineer, decompile, benchmark, clone, frame, mirror, manipulate or misuse the Platform, its data, algorithms, source code, user interface, pricing logic, matching systems, APIs, databases or any technical infrastructure.

58. Users shall not use the Platform for unlawful transportation, carrying illegal goods, transporting weapons, narcotics, contraband, hazardous substances, stolen property, unauthorised commercial activity, human trafficking, exploitation, gambling, money laundering or any other prohibited purpose.

59. Any breach of this Section may result in immediate restriction, suspension, termination, reporting to law enforcement, preservation of records, civil action, criminal action and any other remedy available to hmRide under law.

M. SUSPENSION, TERMINATION & BLACKLISTING

60. hmRide may suspend, restrict, disable, terminate or refuse access to any account in the event of breach of these Terms, non-compliance with law, failure of verification, suspected fraud, misconduct, safety concern, repeated complaints, abusive behaviour, payment default, misuse of Modes, or conduct that may pose risk to users, hmRide or the Platform.

61. hmRide may impose temporary or permanent restrictions on re-registration by users involved in serious, repeated, fraudulent, unsafe, unlawful or bad-faith conduct, subject to applicable laws and internal review.

62. Suspension or termination may result in loss of access to rides, wallet features, incentives, referral benefits, ratings, Platform data, Modes and other services, subject to applicable refund, retention and data protection obligations.

63. hmRide may preserve, retain or disclose relevant account information, ride logs, GPS data, payment records, verification records, complaints and communications where required for legal compliance, dispute resolution, law enforcement, fraud prevention, safety investigation, statutory retention or legitimate business purposes.

N. PRIVACY, DPDP RIGHTS & DATA GOVERNANCE

64. For the purposes of applicable data protection law, including the Digital Personal Data Protection Act, 2023 and rules framed thereunder, M/s Humride Mobility Private Limited shall act as the Data Fiduciary in respect of personal data processed in connection with the Platform, except where another party independently determines the purpose and means of processing.

65. hmRide may collect, store, use, process and share personal data including name, mobile number, email address, government identity details, Aadhaar-based authentication data where permitted by law, live photographs, liveness data, gender verification details, driving licence, vehicle details, insurance-related information, GPS location, pickup and destination data, ride history, payment data, wallet data, device information, IP address, app usage data, ratings, complaints, emergency contact details, communications and other information submitted or generated through use of the Platform.

66. Personal data may be processed for user onboarding, identity verification, driver and vehicle verification, ride matching, ride facilitation, fare calculation, payment processing, wallet administration, safety monitoring, GPS tracking, customer support, grievance redressal, fraud prevention, dispute resolution, legal compliance, law enforcement assistance, service improvement, analytics, communication, security and other lawful purposes connected with the Platform.

67. hmRide may share personal data with verification vendors, payment gateways, banks, cloud service providers, technology vendors, mapping/GPS providers, safety service providers, analytics providers, professional advisers, insurers where applicable, law enforcement authorities, government agencies, judicial authorities, regulatory bodies and other persons where such sharing is necessary for lawful and legitimate purposes connected with the Platform.

68. Users, as Data Principals, shall have the following rights in accordance with applicable law:

- (a) the right to access information regarding their personal data and the manner in which it is being processed;
- (b) the right to request correction, completion or updating of inaccurate, incomplete or outdated personal data;
- (c) the right to request erasure of personal data where retention is no longer necessary for the purpose for which it was collected, subject to legal, contractual, safety, accounting, fraud-prevention and statutory retention requirements;
- (d) the right to withdraw consent for consent-based processing, provided that withdrawal may affect the availability, functionality or continuation of Platform services;
- (e) the right to raise grievances regarding processing of personal data through the grievance mechanism specified in Section R;
- (f) the right to nominate another individual to exercise rights on behalf of the user in the event of death or incapacity, in accordance with applicable law;
- (g) the right to such other remedies and rights as may be available under applicable data protection law from time to time.

69. Requests for access, correction, erasure, withdrawal of consent, nomination or grievance redressal may be made by contacting the Grievance Officer/Data Protection Contact specified in Section R. hmRide may require identity verification before acting on any such request to prevent unauthorised disclosure or alteration of personal data.

70. Users shall not impersonate another person, suppress material information, submit false information, file frivolous or fraudulent data requests, or misuse data rights in a manner contrary to applicable law.

71. Where the personal data of a minor is processed, hmRide shall rely on verifiable parental consent where required under applicable law. hmRide shall not knowingly process children's personal data in a manner likely to cause detrimental effect to the wellbeing of a child, and shall not knowingly undertake behavioural monitoring of children or targeted advertising directed at children where prohibited by applicable law.

72. hmRide shall implement reasonable security safeguards to protect personal data against unauthorised access, disclosure, alteration, destruction, misuse, loss or breach. In the event of a personal data breach, hmRide shall take steps required under applicable law, including notifications to affected Data Principals and/or the Data Protection Board of India where legally required.

73. Personal data shall be retained only for as long as reasonably necessary for the purposes for which it was collected, or for such longer period as may be required for legal compliance, safety, law enforcement, accounting, dispute resolution, fraud prevention, tax, audit, regulatory or legitimate business purposes. Upon expiry of the applicable retention period, personal data may be deleted, anonymised, archived or de-identified in accordance with hmRide's internal data retention policy.

74. For detailed information on data collection, use, storage, sharing, security, retention, user rights and privacy practices, users shall refer to hmRide's Privacy Policy available on the Platform, which forms an integral part of these Terms.

O. DISCLAIMER OF WARRANTIES

75. The Platform is provided on an "as is" and "as available" basis without representations or warranties of any kind, whether express, implied, statutory or otherwise.

76. hmRide does not warrant that the Platform will be uninterrupted, error-free, secure, virus-free, defect-free, timely, accurate, compatible with every device or network, or free from delays, failures, bugs, outages, data loss or technical issues.

77. hmRide makes no representation or warranty regarding the availability of rides, conduct of users, suitability of drivers, vehicle condition, compatibility between users, accuracy of fare estimates, accuracy of GPS data, accuracy of route information, safety of any ride, or outcome of any interaction between users.

78. To the fullest extent permitted by applicable law, hmRide disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, title, non-infringement and uninterrupted enjoyment.

P. LIMITATION OF LIABILITY

79. To the fullest extent permitted by applicable law, hmRide shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, including loss of profit, loss of data, loss of business, loss of goodwill, loss of opportunity, emotional distress, personal inconvenience, delay, cancellation, failure of matching, payment failure, device failure, network failure, GPS inaccuracy, third-party conduct or unauthorised acts of users.

80. hmRide shall not be liable for the acts, omissions, negligence, misconduct, unlawful conduct, driving behaviour, vehicle condition, licence status, insurance status, route choices, communication or conduct of any independent driver, passenger or third party, except to the extent such liability cannot be excluded under applicable law.

81. Where liability cannot be fully excluded, hmRide's aggregate liability arising out of or in connection with the Platform shall, to the fullest extent permitted by law, be limited to the lower of the amount paid by the concerned user to hmRide as platform fees for the relevant ride or such amount as may be mandatorily payable under applicable law.

82. Nothing in these Terms shall exclude or limit liability where such exclusion or limitation is prohibited under applicable Indian law, including in cases where liability arises from a final finding of fraud, wilful misconduct or gross negligence directly attributable to hmRide.

Q. INDEMNITY

83. Users agree to indemnify, defend and hold harmless hmRide, its directors, officers, employees, affiliates, agents, consultants, service providers and licensors

from and against all claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses, including reasonable legal fees, arising out of or in connection with the user's access to or use of the Platform.

84. The indemnity shall include claims arising from breach of these Terms, violation of law, traffic offences, accidents, injuries, death, property damage, unsafe conduct, unlawful conduct, payment default, false information, fraudulent documents, misuse of Modes, unauthorised use of another person's data, privacy violations, intellectual property infringement, harassment, misconduct, direct/offline arrangements, false complaints, data misrepresentation, violation of third-party rights, or any act or omission by the user.

85. Drivers shall specifically indemnify hmRide against claims arising from their driving, vehicle operation, traffic violations, lack of valid licence, lack of valid insurance, lack of valid vehicle documentation, accident, injury, death, loss of property, regulatory action or breach of the Motor Vehicles Act, 1988 and rules or regulations thereunder.

R. GRIEVANCE REDRESSAL

86. In compliance with applicable laws, including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, as amended from time to time, users may raise grievances relating to the Platform, user conduct, safety concerns, unlawful content, privacy, data processing, payment issues or other matters by contacting hmRide's designated Grievance Officer/Data Protection Contact as follows:

- (a) Grievance Officer Name: [● To be inserted by hmRide before publication]
- (b) Designation: [● To be inserted by hmRide before publication]
- (c) Email Address: [● To be inserted by hmRide before publication]
- (d) Registered Address: 703, 7th Floor, Palm Court, M G Road, Sector-16, Industrial Estate, Gurgaon - 122007, Haryana

87. hmRide shall acknowledge grievances within 24 hours of receipt and shall endeavour to resolve the grievance within 7 days from the date of receipt, or within

such shorter or longer period as may be mandatorily prescribed by applicable law for the relevant category of grievance.

88. Complaints involving safety concerns, harassment, impersonation, unlawful content, cyber-security issues, ride-related misconduct, privacy violations or personal data concerns shall be treated as priority matters. Where applicable law requires removal or disabling of access to specific unlawful information or action within a prescribed shorter timeline, hmRide shall act in accordance with such statutory timeline.

89. Users shall provide complete details of the grievance, including account details, ride ID, date, time, screenshots, payment reference, location, user details, description of issue and supporting documents wherever applicable. hmRide may reject or close vague, abusive, fraudulent, repetitive or unsupported grievances after reasonable review.

90. Where applicable under law, a user aggrieved by a decision of the Grievance Officer may avail further remedies including appeal to the Grievance Appellate Committee or any other competent authority, in accordance with the procedure and timelines prescribed under applicable law.

S. GOVERNING LAW & DISPUTE RESOLUTION

91. These Terms shall be governed by and construed in accordance with the laws of India.

92. Any dispute, claim, controversy or difference arising out of or in connection with these Terms, the Platform, any ride, any transaction, any policy or any relationship between the parties shall first be attempted to be resolved amicably through written communication and the grievance mechanism.

93. If the dispute is not resolved amicably, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with law.

94. The seat and venue of arbitration shall be New Delhi, India. The arbitration proceedings shall be conducted in the English language. The award passed by the arbitral tribunal shall be final and binding on the parties.

95. Subject to the arbitration clause and subject to rights or remedies that cannot be excluded under applicable law, the courts at New Delhi shall have exclusive jurisdiction in relation to disputes arising out of or in connection with these Terms and the Platform.

T. MODIFICATION OF TERMS

96. hmRide reserves the right to modify, amend, update, supplement or replace these Terms, the Privacy Policy, cancellation policy, fare policy, wallet rules, safety rules or any other Platform policy at any time to reflect changes in services, legal requirements, regulatory directions, technology, safety measures, business practices or operational requirements.

97. Any modification shall be effective upon publication on the Platform or upon such later date as may be specified. Users are encouraged to periodically review these Terms to stay informed of updates.

98. Continued access to or use of the Platform after publication of revised Terms shall constitute acceptance of the revised Terms. If a user does not agree with the revised Terms, the user must stop using the Platform.

U. NOTICES & COMMUNICATIONS

99. Users agree that hmRide may communicate with them through the Platform, push notifications, SMS, WhatsApp, email, phone calls, in-app messages, website notices or any other mode of communication provided during registration or use of the Platform.

100. Notices, alerts, updates, safety communications, payment communications, cancellation communications, policy updates, grievance communications and other Platform communications sent through any of the above modes shall be deemed valid communication, subject to applicable law.

101. Users shall keep their contact details updated at all times. hmRide shall not be responsible for missed communications, failed delivery, outdated contact details, disabled notifications, network issues, device issues or user-side communication failures.

V. INSURANCE, ACCIDENTS & LIMITATION OF COVERAGE

102. hmRide does not provide, arrange, procure, facilitate or underwrite any form of insurance coverage for users, drivers, passengers, minors, senior citizens or any other party in connection with rides facilitated through the Platform. This includes personal accident insurance, health insurance, medical insurance, life insurance, third-party liability insurance, vehicle insurance, luggage insurance, travel insurance or any other form of insurance.

103. All users acknowledge and agree that every driver operating through or in connection with the Platform is solely responsible for maintaining valid and adequate motor insurance, including mandatory third-party liability coverage, in compliance with the Motor Vehicles Act, 1988 and all applicable rules, regulations and requirements.

104. Every driver shall also be solely responsible for maintaining valid vehicle registration, fitness certificate, permit where applicable, pollution under control certificate, driving licence, helmet/safety equipment where applicable, and any other statutory document or compliance required for lawful use of the vehicle.

105. hmRide does not warrant, guarantee or assume responsibility for the existence, validity, sufficiency, enforceability, claim admissibility, renewal, scope or adequacy of any insurance policy, vehicle document, licence, permit or statutory compliance maintained by any driver.

106. In the event of any road accident, traffic violation, personal injury, medical emergency, illness, death, disability, property damage, loss of belongings, theft, vehicle breakdown, police action, regulatory action or any other incident occurring during or in connection with a ride, all claims shall lie against the concerned driver, vehicle owner, insurer, negligent party, statutory authority or other responsible person, as applicable under law.

107. Users are encouraged to maintain their own personal accident insurance, health insurance, travel insurance or other coverage as they deem appropriate. hmRide does not recommend or endorse any specific insurer, policy or insurance product.

108. Items of luggage, personal property, cash, jewellery, electronic devices, documents or belongings carried during a ride are carried entirely at the user's own risk. hmRide shall not be liable for loss, theft, damage, misplacement or

destruction of such belongings, except where such liability cannot be excluded under applicable law.

109. Nothing in this Section shall limit hmRide's liability where such limitation is prohibited under applicable Indian law.

W. FORCE MAJEURE

110. hmRide shall not be responsible or liable for any failure, delay, interruption, suspension, degradation or non-availability of the Platform or services where such failure arises out of or is caused by circumstances beyond hmRide's reasonable control.

111. Force majeure events include, without limitation, acts of God, natural disasters, floods, earthquakes, storms, extreme weather, epidemics, pandemics, public health emergencies, civil unrest, riots, war, terrorism, strikes, lockdowns, governmental orders, judicial orders, regulatory shutdowns, changes in law, police directions, transport restrictions, app store restrictions, payment gateway outages, bank failures, internet failures, telecommunications failures, power failures, server failures, cloud service outages, GPS/map failures, cyberattacks, malware, denial-of-service attacks, data breaches, technical failures, third-party infrastructure failures, or any other event beyond hmRide's reasonable control.

112. During a force majeure event, hmRide's obligations shall remain suspended for the duration and impact of such event, without liability to users for inconvenience, loss, delay, cancellation or damage resulting from such event. hmRide shall make reasonable efforts to communicate material disruptions and resume normal operations as soon as practicable.

X. INTELLECTUAL PROPERTY

113. All intellectual property rights in and associated with the Platform are the exclusive property of M/s Humride Mobility Private Limited or its licensors. This includes the hmRide name, logo, trade name, trademark, service mark, domain name, social media handles, goodwill, application design, user interface, user experience, software, source code, object code, APIs, databases, algorithms, matching logic, pricing logic, routing logic, analytics models, trade secrets, know-how, technical architecture, content, graphics, text, icons, images, videos, designs, data compilations and all other proprietary materials.

114. Users are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform solely for personal and lawful use in accordance with these Terms. No ownership or intellectual property right is transferred to any user.

115. Users shall not copy, reproduce, modify, adapt, translate, create derivative works from, distribute, sell, lease, license, commercially exploit, reverse engineer, decompile, disassemble, benchmark, scrape, crawl, harvest, extract, clone, frame, mirror or attempt to derive the source code, algorithms, databases, trade secrets or underlying technology of the Platform.

116. Users shall not use hmRide's name, logo, brand, trademark, domain name, social media handles, confusingly similar marks, goodwill or Platform content in any advertisement, keyword bidding, social media page, website, business name, publication, promotional material or commercial communication without prior written authorisation from hmRide.

117. Any feedback, suggestions, ideas, bug reports, recommendations or improvements shared by users in relation to the Platform may be used by hmRide without restriction, compensation or obligation, subject to applicable privacy laws.

118. Any unauthorised use of hmRide's intellectual property shall constitute a material breach of these Terms and may result in account suspension, termination, civil proceedings, criminal proceedings and any other remedy available under applicable law.

Y. MISCELLANEOUS

119. If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced or interpreted in a manner that most closely reflects the original intent while remaining enforceable.

120. These Terms, together with the Privacy Policy and other policies incorporated by reference, constitute the entire agreement between the user and hmRide with respect to use of the Platform and supersede all prior understandings, communications or arrangements, whether written or oral, relating to the subject matter hereof.

121. No failure or delay by hmRide in exercising any right, remedy or power under these Terms shall operate as a waiver of such right, remedy or power. Any waiver must be in writing and shall apply only to the specific instance for which it is granted.

122. Users shall not assign, transfer or delegate their rights or obligations under these Terms without hmRide's prior written consent. hmRide may assign or transfer its rights and obligations to any affiliate, successor, acquirer, transferee or third party in connection with corporate restructuring, merger, acquisition, sale of assets, investment, business transfer or legal reorganisation.

123. Nothing in these Terms shall be construed as creating any partnership, joint venture, employment, agency, fiduciary, transport operator, carrier or principal-agent relationship between hmRide and any driver, passenger or user.

124. Headings are inserted for convenience only and shall not affect interpretation of these Terms.