

TERMS OF USAGE

These terms and conditions of Use (hereinafter referred as "Terms of Usage") describe and govern the User's use of the content and services offered by www.gosafecabs.com (hereinafter referred as "We" "gosafecabs" "us" "our" "gosafecabs application" "Website").

UPDATION

The Website may update/amend/modify these Terms of Usage from time to time. The User is responsible to check the Terms of Usage periodically to remain in compliance with these terms.

USER CONSENT

By accessing the Website and using it, you ("Member", "You", "Your") indicate that you understand the terms and unconditionally & expressly consent to the Terms of Usage of this Website. If you do not agree with the Terms of Usage, please do not click on the "I AGREE" button. The User is advised to read the Terms of Usage carefully before using or registering on the Website or accessing any material, information or services through the Website. Your use and continued usage of the Website (irrespective of the amendments made from time to time) shall signify your acceptance of the terms of usage and your agreement to be legally bound by the same.

As regards the payment gateways, the Website or the Payment Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms of Usage, the User expressly agrees that his/ her use of the aforesaid online payment Service is entirely at own risk and responsibility of the User.

GENERAL DESCRIPTION

The Website is an internet-based portal having its existence on World Wide Web, Application and other electronic medium and provides Transport services to customers via "On Demand" platform. The Website is offering "Paid Services" for which you are required to register as a member on the portal. By registering for Paid Services, a Member agrees to:

- To provide current, complete, and accurate information about himself as prompted to do so by the Website.

- To maintain and update the above information as required and submitted by you with the view to maintain the accuracy of the information being current and complete.

The Website provides the information regarding the driver once the service as displayed on the Website is booked by the Customer and on such confirmation, the Website shall make all reasonable efforts for getting the customer connected with the Driver/cab owners. The Website does not operate any bus or offer the service of transportation to the User. GoSafe does not act as an agent of any driver/cab owner in the process of providing the service as mentioned.

The Website charges a Convenience Fee which is payable by the User booking the drive at GoSafe platform for availing the service provided through this platform. The same is chargeable on every booking made through the platform and is exclusive of all applicable taxes, if any.

For all purposes, the following definitions would have the meaning assigned to them hereinbelow:-

1. "Account" shall mean the account created by the User availing the services provided by the Website, be it Driver/Cab Owners or the User booking the ride.
2. "Additional Fee" shall mean any toll, inter-state travel taxes etc as may not be included in final price for the Ride but are payable to any third party inclusive of governmental authorities for undertaking the ride.
3. "Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.
4. "Fare" shall mean the amount calculated in Indian Rupees, exclusive of additional fee, taxes, etc. as required to be paid for undertaking the ride.
5. "Vehicle" shall mean a motor cab as defined under the Motor Vehicles Act, 1988.

REGISTRATION AND ELIGIBILITY

- The User of the Website must be a person who can form legally binding contracts under Indian Contract Act, 1872. A minor under the age of eighteen (18) in most jurisdiction, are not permitted to avail the services provided on the Website without a legal guardian in accordance with the applicable laws. The Website would not be held responsible for any misuse that may occur by virtue of any person including a minor using the services provided through the Website.
- For the User to avail the services, the User will be directed to Register as a Member on the Website whereby You (User) agree to provide update, current and accurate information while filling up the sign-in form. All information that you fill and provide to the Website and all updates thereto are referred to in these Terms of Usage as "Registration Data."
- An account could be created by you through the Website ID (Your Phone Number) and password (OTP) or other log-in ID and password which can include a facebook, gmail or any other valid email ID. The User while creating an account hereby represents and warrants that all the information provided by the User is current, accurate and complete and that the User will maintain the accuracy and keep the information updated from time to time. Use of another User's account information for availing the services is expressly prohibited. If in case it is found that the information so supplied on the Website is inaccurate, incomplete, untrue and not current, the Website has the right to suspend or terminate the User's account and restrict/refuse the use of the Website by such User in future.
- The right to use this Website is personal to the User and is not transferable to any other person or entity. The User would be responsible for protecting the confidentiality of User's passwords and other information required for the purposes of registration. The User would be fully responsible for all the activities that occur under the User's account with the Website. The Website cannot and will not be liable for any loss or damage arising from the User's failure to maintain secrecy and confidentiality. The User shall notify the Website immediately if they become aware of any unauthorized use of their Account(s) or breach of any security. The User must log out from its account at the end of the session.
- The User while availing any service shall be informed whether the service so rendered is personal to the Website or is available from a Third party. The Website shall have no control or monitoring on the information disseminated to any third party via the Website.
- The User agrees, understands and confirms that his/ her personal data including without limitation to details relating to debit card/ credit card transmitted over the Internet may be susceptible to

misuse, hacking, theft and/ or fraud and that the Website or the Payment Service Provider(s) have no control over such matters.

- The Website reserves the right to suspend or terminate the User's Account with immediate effect and without any notice for an indefinite period if found in violation of the terms or Usage or Privacy Policy.
- The Website does not permit the use of the Services by any User under the following conditions: -
 - If the User is a resident of any jurisdiction that may prohibit the use of the Services rendered by the Website.
 - If the User has created multiple accounts using various mobile numbers. The User may not have more than one active account with the Website.

SUBSCRIPTION/COMMISSION TERMS

For certain segment including but not limited to drivers and cab owners, Subscription Model can be availed as provided on the Website on payment of such Subscription Fee. Such fee may be payable monthly or yearly as per the mode accepted by the User.

For the User(s) who are opting for the Commission Model, a commission as agreed between the User and the Website shall be charged, which shall be payable on everyday/weekly/monthly basis as opted by the User.

WEBSITE CONTENT

- The Website and any individual Websites which may be available through external hyperlinks with the Website are private property.
- The User shall not post or transmit through this Website any material which violates or infringes in any way upon the rights of others, or any material which is unlawful, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law.
- The Website shall have a right to suspend or terminate access by such User or terminate the User's registration and such User shall not gain access to the Website.
- The Website reserves the right to terminate the access or to change or discontinue any aspect or feature of the Website including, but not limited to, content, graphics, deals, offers, settings, etc.
- By using the Site, Application or Services, User hereby agrees that any legal remedy or liability that you seek to obtain for actions or omissions of other Members inclusive of the service provider registered with the Website or other third parties linked with the

Website, shall be limited to claim against such particular party who may have caused any harm. You agree not to attempt to impose liability on or seek any legal remedy from the Website with respect to such actions or omissions.

USER ACCOUNT ACCESS

The Website shall have access to the account and the information created by the User for ensuring and maintaining the high-quality services provided by the Website and for addressing the need of the customer in the most effective manner. User hereby consents for the unconditional access of the account by the Website, its employees, agents and other appointed person in such regard. For the purpose of addressing the complaints (if any received) and any suspected abuse reported, the Website shall investigate on case-to-case basis from the records available. The User is directed to read the terms provided in the Privacy Policy as regards such records.

PRIVACY POLICY

The User hereby consents, expresses and agrees that the User has read and fully understand the [Privacy Policy](#) of the Website. (**hyperlink privacy policy**) The User further consents that the terms and contents of such Privacy policy is acceptable to the User inclusive of any update/alteration/change made and duly displayed on the Website.

BREACH AND TERMINATION

- The Website may, in whole or in part, without informing the User, modify, discontinue, change or alter the services ordered or the Account of the User registered with the Website. The Website may or may not issue notice or provide any reason for such action taken by the Website.
- Violation of any conditions mentioned in this Terms of Usage shall lead to immediate cancellation of the Registration of the User, if registered with the Website. The Website reserves right to terminate and initiate action immediately, if:
 - The Website is not able to verify and authenticate the Registration data or any other relevant information provided by the User.
 - The Website believes that the actions of the User may cause legal liability for the Website, other Users or any service provider linked with the Website.

- The Website believes that the User has provided the Website with false and misleading Registration Data or there is interference with the other Users or the administration of the services, or have violated the privacy policy as listed by the Website.
- For the Service Provider inclusive of the cab owners/drivers, You understand and agree that your relationship with the Website is limited to being a member and You act exclusively on your own behalf and for your own benefit. The Website may terminate and de-activate the Profile of such service provider for any violation of the present terms of usage agreed upon between the parties while registration of the data by such Service Provider.

DELIVERY, CANCELLATION AND REFUND

- No refund shall be processed once the drive has been booked and executed. However, if the User intends to cancel a successfully placed drive before execution, the User is required to contact the customer care team within 1 (one) hour of making the payment, whereafter it is totally at the discretion of the Website whether to issue refund.
- Any technical delay or glitch reported in the Website during the processing of the request shall not be eligible for claiming refund.
- No refund shall be processed for the reason that in-correct information or data has been provided by You. The User agrees to be careful while providing any information to the Website and must re-check the information filled before clicking on "Submit". The User can request for change in the in-correct information or data entered provided, the request for such change has been made with the customer care within 15 minutes of booking confirmed with the service provider.
- The refunds, if any, shall be processed after deduction of the transaction charges levied by the Bank and/or the Payment Gateway, and/or any other charges that may have been incurred by the Website during processing and/or delivering the service, as applicable.
- In case the Website or Payment gateway's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - In case the Bank Account appears to be debited, ensure that you do not make the payment twice and immediately thereafter contact the Website via customer care to confirm payment.

- In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, refund for multiple payment, if any, even after the above precaution against the same booking shall be refunded in full without deduction of the transaction charges as mentioned above. The Website shall only retain the cost of one single booking as intended to be placed by the User.

- If there are bookings that the Website is unable to accept and must cancel, the Website at its sole discretion, reserves the right to refuse or cancel any order for any reason whatsoever. Some situations may result in the order being cancelled and include, without limitation, non-availability of the service, inaccuracy, error in pricing information or other problems as identified. If the User's booking is cancelled after charges being paid against the said service, the said amount paid for booking shall be refunded.

USER OBLIGATION

The User (inclusive of the Driver/cab owners and the Member Customer) under an obligation not to violate the privacy policy, terms and conditions and any other terms as defined on the Website. The User represents that he is an individual and not a corporation or other legal business entity. The rights to use the Website's services is personal to the User. The User shall while using the Website and engaged in any form of communication on any of the forums shall not violate the terms and conditions which are inclusive of:-

- The User is prohibited and shall not smoke, drink or perform an illegal activity or misbehave with the Driver or distract the driver or act in violation of any applicable law. In the event, the User is found to be involved in such activities, the User shall be liable to pay a fine and the ride booked may also be terminated immediately. For any unprofessional behaviour recorded against the User, the User shall be debarred from applying again on the said Website.
- The User shall not upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer.
- The User shall not engage in any activity that interferes with or disrupts access to the Website
- The User shall not attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any of the services offered on or through the Website, by hacking, password mining or any other illegitimate means.

- The User shall not violate any applicable laws or regulations for the time being in force within or outside India. The use and continuous use of the Website is subject to but not limited to using the services for personal use.
- The User inclusive of Service Provider shall not resell or make any commercial use of the Services without the express written consent from the Website.
- The User shall not violate these Terms of Usage including but not limited to any applicable Additional terms of the Website contained herein or elsewhere.
- The User shall not Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- The User by becoming a Registered member of the Website agrees to the following situations, which list is not exhaustive and may include services incidental to the below mentioned: -
 - The User agrees to receive certain specific emails and SMS alongwith calls from the Website.
 - The User agrees not to transmit via the Website any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
 - The User not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.
 - The User shall not interfere with any other members' use or enjoyment of the Website or Services.
 - The User is under an obligation to report any misuse or abuse of the Site. If you notice any abuse or misuse of the Site or anything which is in violation of this Agreement, you shall forthwith report such violation to Website by writing to Customer Care. On receipt of such complaint, Website may investigate such complaint and if necessary, may terminate the membership of the Member responsible for such violation abuse or misuse without any refund of the subscription fee.
 - Any false complaint made by a Member shall make such Member liable for termination of his / her membership without any refund of the subscription fee.
 - The Website reserves the right to withdraw its services to any customer-User who is found to be unreasonable or abusive

during their conversation with the Service Provider inclusive of drivers regardless of any reason.

While the Website shall take all steps to resolve any situation that is in violation of the above obligations arises, however if the situation is not controllable, the Website reserves its right to send a written warning henceforth. Such violations, if repeated by the User, shall lead to a total ban for transacting on the platform by such User.

BANK ACCOUNT INFORMATION

The User is under an obligation to provide his banking information as and when required. For that purpose, the obligation of the User are:-

- The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
- The User may pay the fees required, to the Website by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

The User further agrees that if any part of these Terms of Usage are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Usage shall continue in effect.

DISCLAIMER/LIMITATION OF LIABILITY/WARRANTY

The User expressly understands and agree that, to the maximum extent permitted by applicable law, the Website does not provide warranties for the service.

- The Website, services and other materials are provided by the Website on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. without limiting the foregoing, the Website makes no warranty that (i) the Website or the services will meet your requirements or your use of the Website or the services will be uninterrupted, timely, secure or error-free; (ii) the quality of the Website, services or other materials will meet your expectations; (iii) any errors or defects in the Website, services or other materials will be corrected.
- To the maximum extent permitted by applicable law, the Website will have no liability related to User content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Website also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.
- The Website will not be liable for any loss that the User may incur as a consequence of unauthorized use of their account or account information in connection with the Website or any services or materials, either with or without the User's knowledge. The Website has endeavored to ensure that all the information on the Website is correct, but the Website neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. The Website shall not be responsible for the delay or inability to use the Website or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise. further, the Website shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond the Website's control.
- The drivers/cab owners are also members of the site and not employees of the Website or the company. However, the Website verifies the qualifications, credentials, and background of the driver/cab owners but does not refer, endorse, recommend, verify, evaluate or guarantee any other services provided by the them, nor

does it warrant the delay if any occurred due to reasons beyond the control of the drivers/cab owners. The Website is not liable if the User misses trains/flights/etc as the Service is dependent on many other factors which are not in control of the Service Provider and the Company as well. The booking of ride is at the risk of the User booking it and any natural calamity, blockade of roads due to dharna, rallies etc are circumstances beyond the control of the Website.

- The Website shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Website and/or the payment service providers, its employees, directors, and its third party agents involved in processing, delivering or managing the services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the services.
- The Website does not take any responsibility of your items and luggage carried by the User. For any luggage that is lost or left behind by the Member User, the Website shall make all the best possible efforts but any damage occurred to the luggage in the course of re-tracing shall not be the responsibility of the Website. For any luggage left in the Vehicle, it is the responsibility of the Member User to inform the Website within 24 hours of using the Vehicle. Once the luggage is traced, the Member User shall be informed and the collection of the same shall be sole responsibility of the Member User.

Notwithstanding anything to the contrary contained herein, Gosafe liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to the Website, for the service during the term of membership.

INDEMNIFICATION

The User shall indemnify, defend and hold harmless the Website and its parent, subsidiaries, affiliates, officers, directors, employees, suppliers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Services, Your violation of the Privacy Policy or these Terms of Service, or Your violation of any third party's rights, including

without limitation, infringement by You or any other user of Your account of any intellectual property or other right of any person or entity. These Terms of Service will inure to the benefit of Website's successors, assigns, and licensees.

PROPRIETARY RIGHTS TO CONTENT

The User acknowledges that the Content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in sponsor advertisements or distributed via email, commercially produced information presented to Member by the Website, its suppliers, and/or advertisers, is protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. The User is not permitted to copy, use, reproduce, distribute, perform, display, or create derivative works from the Content unless expressly authorized by the Website, its suppliers, or advertisers. Moreover, the content such as images, text, designs, etc on all of the portals of the Website are taken from various online portals such as Google Images. Gosafe is not liable for any copyrights of that content or data.

NOTICES

Except as otherwise stated in these Terms of Service, all notices to a party shall be in writing and shall be made either via email or snail mail. Notice shall be deemed given 24 hours after an email is sent, or 3 days after deposit in the snail mail, to Member at the address provided by Member in the Registration Data and to the Website at the address set forth below:

“ _____ **(mention address)** ”

GOVERNING LAW AND JURISDICTION

- Any dispute, claim or controversy arising out of or relating to this Terms of Usage including the determination of the scope or applicability of this Terms of Usage to arbitrate, or your use of the Application or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator mutually appointed by Members and Website. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be _____ (mention city, state). All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.

- Notwithstanding the foregoing, either party has the right to seek any interim or preliminary relief from a court of competent jurisdiction in New Delhi in order to protect the rights of such party pending the completion of any arbitration hereunder, and both parties agree to submit to the exclusive jurisdiction of the courts of India and venue in New Delhi for any such proceeding. If either party files an action contrary to this provision, the other party may recover attorneys' fees and costs up to One Lakh Rupees INR.
- These Terms of Usage shall be governed by and construed in accordance with the laws of India without giving effect to any choice of law and principles that would require the application of the laws of a different state. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Usage or Privacy Policy to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law, and the remainder of the Terms of Usage or Privacy Policy, as applicable, will continue in full force and effect. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Any waiver of any provision of the Terms of Usage shall be effective only if in writing and signed by Astrotalk. These Terms of Usage constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- These Terms of Usage and your use of the Services will be interpreted in accordance with the laws of India excluding its rules on conflicts of laws. The parties agree to submit any dispute arising under these Terms of Usage to the jurisdiction of a court located in New Delhi for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.