

## Terms and Conditions

### HOPR APP

These terms and conditions along with any agreements executed or accepted by you (“**you/your**” or “**User**”), which are incorporated herein by reference (“**Terms**”) when you access, use or interact with the mobile application (“**HOPR App**”) or website available at [https://nutana.in/] (collectively, “**Platform**”) whether through a computer or a mobile phone or any other device (“**Device**”) or avail the Services (defined hereinafter) provided by Nutana Transportation Services Private Limited (“**Nutana**” / “**Company**” / “**us**”, “**we**” or “**our**”).

#### 1. General:

- a) The Platform facilitates the provision of certain services (“**Services**”), which enable Users to discover and connect with individuals traveling in private vehicles along the same or substantially similar routes at overlapping or corresponding times. Users of the Platform may either: (i) offer carpooling arrangements as a “**Host**” or (ii) seek to join such arrangements as a “**Guest**.” The Platform utilizes route and time-based criteria to match Hosts with suitable Guests.
- b) You agree that the Platform is and continues to be an intermediary for the purposes of the Information Technology Act, 2000.
- c) You acknowledge that you have read, understood, and agreed to be bound by these Terms (including but not limited to our Privacy Policy and Refund and Cancellation Policy being incorporated by reference herein) and as such, creating legally binding arrangements. If you do not agree with any part of these Terms, you must not access or use the Platform.
- d) For the avoidance of doubt, the Services are intended solely for use in connection with private vehicles, irrespective of whether the Host is the registered owner of such vehicle or otherwise. The Services are not, and shall not be construed as, a taxi service, public service vehicle, contract carriage, or stage carriage service. The Platform does not authorize or permit the use of the Services by Hosts for any commercial transportation purposes or for the carriage of passengers for hire or reward.

#### 2. Verification of IDs and Phone Number

- a) By accepting these Terms, every User or any person who wishes to register as a User hereby agrees and consents to the fact that We may collect IDs / documents belonging to them including but not limited to email IDs, Driving License, PAN card and Aadhaar card, passport for the purpose of verification of the information contained in such IDs / documents by third party service providers.
- b) Users may verify their mobile number. The User may do this by providing Us with their mobile phone number, after which the User will receive a SMS with a 4-digit code which can be validated on the Platform. This service is free of charge, except for the possible cost levied by a User’s mobile phone operator for receiving the SMS.

3. Messaging Platform

- a) By accepting these Terms, every User hereby agrees and gives consent to Nutana to communicate via phone calls, SMS, email and such other means as Nutana may deem fit. Such communications with the Users may be recorded through technical support provided by third parties for the purpose of training, quality and for regularly updating the Users about the Services of the Platform.
- b) We may review, scan, and moderate the messages the Users exchange with each others through the Platform in particular for fraud prevention, customer support purposes, enforcement of the Terms and ensure compliance with applicable laws. For example, in order to prevent the circumventing of its Service, We may scan and analyse messages sent through the Platform to check that they do not include any contact details or references to other website.
- c) By using the Platform and accepting the Terms, the User agrees that the Company, in its sole discretion, may review, analyse and moderate the messages exchanged through the Platform.
- d) By using the messaging feature of the Platform, the User undertakes not to write and/or send any message prohibited by applicable law. We reserve the right to filter or delete the messages and suspend or terminate the User and the access of the User to the Platform if it appears during the moderation of the messages sent by the Member that s/he does not comply with these Terms and/or applicable law.

4. Responsibilities of the Host: Hosts represents and warrants to Us and the Guest as follows:

- a) The Host is at least 18 years of age and is medically fit to drive in accordance with applicable law.
- b) The Host retains a valid driving license issued by the relevant governmental authority and is authorized to operate a motor vehicle and has all appropriate licenses, approvals and authority to drive/ride the vehicles in relevant jurisdiction;
- c) The Host either owns, or has the legal right to operate, the vehicles, and the vehicle is in good operating condition and meets all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind. Further, the vehicle has a valid PUC (Pollution Under Control) certificate, insurance, registration certificate (log book) etc.
- d) It is hereby affirmed that the Host is not registered, enrolled, or otherwise recorded in any public or private registry as a taxi driver, public service vehicle operator, stage carriage operator, or contract carriage service provider. Furthermore, the vehicle used to provide such ride is not registered with any relevant governmental or regulatory authority as a public service transportation vehicle, stage carriage, contract carriage, tourist vehicle, or any other category of vehicle intended for commercial passenger transport.
- e) Host has sufficient insurance policy to cover the vehicle;
- f) Host shall be solely responsible for any and all liability which results from or is alleged as a result of the operation of vehicle, including, but not limited to personal injuries, death and property damages.

- g) In the event of an accident, the Host will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements.
  - h) The Host shall comply with all applicable laws, including all local and municipal laws, driving restrictions, road restrictions, and guidelines and follow safe driving practices.
  - i) Host shall not misrepresent the Platform or Us, offer or provide transportation service for profit, as a public carrier or taxi service, charge for rides or otherwise seek non-voluntary compensation or additional costs from the Guests (other than the pre-agreed cost), or engage in any other activity in a manner that is inconsistent with such his/her obligations
  - j) The Host shall not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.
  - k) The Host agrees and undertakes to maintain an insurance policy to cover third party liability and the Guest and to (upon request), provide the Guest with evidence, in advance of the ride, of the complete validity of its insurance policy.
  - l) The Host must adhere to the agreed pickup timings and arrive at the designated point on time. In case of any unforeseen delays, the Host is responsible for promptly informing the Guests. The Host must follow the agreed route and may only deviate in exceptional circumstances where the original route becomes unviable. In such cases, the Host must notify the Guest of the change as early as possible, preferably before the deviation occurs.
  - m) The Host must not undertake the ride for any fraudulent, unlawful or criminal activity.
  - n) The Host must be present on time and at the place agreed with the Guest, upon any changes to the ride, the Host must promptly inform the Guest of any such Change.
5. Responsibilities of the Guest: The Guest represents and warrants to Us and the Guest as follows:
- a) The Guest is at least 18 years of age.
  - b) The Guest must not undertake the ride for any fraudulent, unlawful or criminal activity.
  - c) The Guest must be present on time and at the place agreed with the Host, upon any changes / cancellation, the Guest must promptly inform the Host of any such Change
  - d) The Guest agrees to wait at the pickup point at the agreed time for the Host to arrive.
  - e) They will follow the payment system as outlined below.
6. Other Dos and Don'ts
- a) impersonate or otherwise harass any person;
  - b) breach any intellectual property rights of Nutana or any third person;

- c) attempt to interfere with, disrupt, impair, or undermine the operation, functionality, security, or integrity of the Services, the Platform, or any servers, networks, or systems connected to or supporting the Services or the Platform
- d) shall not distribute viruses, Trojan horse, worms or other similar harmful or deleterious programming routines or gain unauthorized entry to any machine accessible for the Platforms;
- e) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services or any software used on or for the Services or cause others to do so.
- f) You further agree that Your Information and Your interactions for the Services on the Platform shall not:
  - i. be false, inaccurate or misleading (directly or by omission or failure to update information);
  - ii. infringe any third party's rights, including but not limited to any intellectual property rights;
  - iii. violate any law, statute, ordinance or regulation;
  - iv. be defamatory, trade, abusive, obscene, profane, offensive, sexually
  - v. create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of taxi service; or
  - vi. link directly or indirectly to any other web sites.
- g) You agree that You will use the Services in a manner consistent with any and all applicable laws and regulations.
- h) Carpooling with family/friends with the intention of exploiting the Platform and its offers is prohibited.
- i) Unless expressly agreed by Users are limited to one user account per User, which shall be non-transferable.

## 7. Mode of Payment

- a) As a Guest, you agree to make payment to the Host for the ride via online payment methods, including but not limited to UPI, through the payment gateway integrated into the Platform. Upon successful receipt of such payment, the Platform shall remit the corresponding amount to the Host, within [24 to 48] hours of remittance, after deducting: (i) any applicable taxes as required under applicable laws, and (ii) the Platform's service fee and/or any other charges or deductions as the Platform may determine appropriate at its sole discretion.
- b) All payments facilitated through the Platform shall be deemed final and non-refundable, except as may be expressly provided in the Platform's Refund or Cancellation Policy, if any.

## 8. Ratings

As a User of the Platform, whether acting in the capacity of a Guest or a Host, you may be given the opportunity to rate and review your experience with the other User upon completion of a ride. The Platform reserves the right, at its sole discretion, to collect, publish, display, and retain such ratings and reviews on the Platform and/or any affiliated channels, in whole or in part, for as long as deemed appropriate. By submitting a rating or review, you acknowledge and agree that such content may be made publicly available and that the Platform shall have no obligation to remove or

modify such content, except as may be required by applicable law or as determined appropriate by the Platform in its sole discretion. Company further reserves the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal data, violate any privacy laws and regulations or other laws, or violate the Company's content policies.

#### 9. Company Assessment

Users may, but are not obligated to, provide or otherwise make available to the Company certain feedback, suggestions, comments, ideas, or other concepts relating to the Company's Platform, products and services ("**Feedback**"). However, to the extent that User provides or otherwise makes available Feedback to the Company, User hereby grants to the Company a perpetual, irrevocable, worldwide, royalty free, fully sublicensable right to use, reproduce, adapt, represent and otherwise exploit such Feedback, using all means and media, and without any restriction of any kind with regard to exploitation methods, number of prints, dissemination or utilisation.

#### 10. Indemnity

You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of the Service, including:

- a) Your breach of these Terms or the Privacy Policy or any other documents it incorporates by reference;
- b) Your violation of any law or the rights of a third party, as a result of Your own interaction with such third party;
- c) any allegation that any information that You submit to Us violate any intellectual property rights or other rights of any third party;
- d) Your ownership, use or operation of a passenger vehicle; and/or
- e) any other activities in connection with the Services.

#### 11. Limitation of Liability

- a) We have no responsibility whatsoever for the actions or conduct of the Guests or the Hosts. We are under no obligation to intervene in or be involved in any way in disputes that may arise between the Guests and the Hosts or any third parties. Responsibility for the decisions you make regarding providing or accepting ride sharing rest solely with You. It is each User's responsibility to take reasonable precautions in all actions and interactions with any party they may interact with through use of the Services. We may but have no responsibility to screen or otherwise evaluate potential Users and We request that Users exercise caution and good judgment when using the services Hosts and Guests use the services at their own risk and evaluation.
- b) The Company will not be responsible for:
  - i. False, misleading, inaccurate or incomplete information being provided by a User;

- ii. The cancellation of a ride by a Host or a Guest;
  - iii. Any fraud, fraudulent misrepresentation or breach of duty or breach of any of these Terms by a Host or a Guest, during or after a ride.
- c) Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that You or the Company may have under applicable laws that cannot be lawfully limited or excluded. That said, the Company shall not be liable for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- d) Notwithstanding anything to the contrary herein set out, the Company's aggregate liability under these Terms shall not exceed the total value of INR [--].

## 12. Disclaimers

- a) It is hereby expressly clarified that the Platform neither provides nor promotes the provision of public or private transportation services. The decision to offer a ride to a Guest lies solely with the Host, and the decision to accept such a ride rests exclusively with the Guest. Any such decision to offer or accept a ride, following a match facilitated by the Platform, shall be made independently and at the sole discretion of the respective User.
- b) The Platform merely provides a medium for information exchange and a technological means to enable the discovery and connection of Hosts and Guests based on route and timing parameters.
- c) The Platform does not, and shall not be deemed to, provide any transportation or carriage services, nor shall it be construed to operate as a transportation service provider, carrier, or agent of any User. Accordingly, the Platform assumes no responsibility or liability whatsoever for any ride or transportation service that may be voluntarily arranged or undertaken by a Host in favour of a Guest through the use of the Platform.
- d) You are responsible for your safety with regard to the Services undertaken on the Platform. The Platform is only a technology-enabled social platform that helps you to initiate, accept and undertake Services in order to use sustainable means of commuting. You are encouraged to use the Platform responsibly and safely. The Platform will provide you with multiple matches based on your routes and it is up to the Host or the Guest to choose their partners.
- e) The Company provides the Platform on an "as is" and "as available" basis. The Company does not represent, warrant or guarantee that User's access to or use of the Platform: (i) will be uninterrupted or error free; or (ii) will result in any requests for rides. Company makes no representations, warranties or guarantees as to the actions or inactions of the Hosts or the Guests, and the Company does not screen or otherwise evaluate the Users. While the Company will use its best endeavours to ensure that unintentional operational errors do not occur, Company cannot provide any warranty or guarantee in this regard.
- f) To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, in connection with these Terms, the Platform and any use thereof, including without limitation, the implied warranties of its merchantability, fitness for a particular purpose and non-infringement.

- g) Nutana does not offer transportation services and is not a transportation company. We are not involved in the actual ride provided by Hosts to the Guests. As a result, We have no control over the quality or safety of the ride that occurs as a result of the Service; nor do We have any control over the truth or accuracy of the of User's information listed on the Platform. We cannot ensure that a Host or a Guest is who he or she claims to be or that a Host or a Guest will actually complete an arranged service. We reserve the right to change any and all content, software and other items used or contained in the Platform and the Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Nutana or the Platform.
- h) We do not warrant that Your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components

### 13. Confidentiality

The Parties shall not at any time divulge, or allow to be divulged to any person, any confidential information unless the said information comes in the public domain without breach by either Party. However, no Party shall be precluded from disclosing any information to the extent required in the legal proceedings. The obligations under this clause shall survive the termination of these Terms.

### 14. Governing Law

- a) This Agreement shall be governed by and construed in accordance with the laws of India.
- b) Parties shall first endeavours to resolve their disputes amicably within 15 (fifteen) days from the date on which the dispute was first notified, failing which disputes may be resolved as specified in the Order Form.

### 15. Modification of terms

The Terms are subject to modifications and amendments from time to time (with or without notice). Your continued access to or use of the Platform after such amendment becomes effective constitutes your consent to be bound by the amended Terms. If you object to any amended Term, you may stop using the Platform. Merchant shall, at all times, be responsible for regularly reviewing the Terms and Company Swiggy policies and note the changes made on the Platform.

### 16. Confidentiality

The Parties shall not at any time divulge, or allow to be divulged to any person, any confidential information unless the said information comes in the public domain without breach by either Party. However, no Party shall be precluded from disclosing any information to the extent required in the legal proceedings. The obligations under this clause shall survive the termination of these Terms read along with Order Form.

## 17. Communications

We may communicate with you by email or any other mode of communication, electronic or otherwise (including push notifications through the Platform).

All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email or hand delivered to the address mentioned above, between 9.30 am to 5.30 pm from Monday to Friday. We shall issue notice to the Users vide registered post acknowledgment due, contemporaneous courier, hand delivery, Platform notification or email or mobile number registered by such User with us. You may contact us/ raise a ticket by writing an email to [--] and the same will be mutually resolved by both Parties within 15 (fifteen) days from the date on which the ticket was raised.

## 18. Termination

Without limiting other remedies, We may terminate any User, issue a warning, and refuse to provide Our services to You if:

- a) You breach this Terms or the documents it incorporates by reference;
- b) We are unable to verify or authenticate any information You provide to Us;
- c) We believe that Your actions may cause financial loss or legal liability for other Users or Us, or subject Us or any other User to regulation by any state or local government or regulatory agency; or
- d) We suspect that You have engaged in fraudulent activity in connection with the Platform or the Services.
- e) The feedback/rating from other Users is low.
- f) if You have misused the Platform or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

## 19. Consequences of Breach

- a) Upon such termination, We may retain an archived copy of records, as may be required by law. We maintain sole discretion to bar Your use of the Services in the future, for any or no reason.
- b) If the Host or the Guest fail to comply with any of these Terms, we reserve the right to keep information relating to the breach, to publish or disclose such information on the Platform and to suspend or withdraw the Users access to the Platform, in addition to enforcing such other rights and remedies available under law, that it may explore.
- c) Notwithstanding anything contained in this agreement, We reserve the right to suspend or terminate the account of any User, who is found to be in breach of any of the Terms and render the Platform inaccessible (temporarily or permanently, as the case maybe) with or without notice to such User and without prejudice to such other legal claims that We may choose to agitate against such User in breach, before an appropriate forum, at Our discretion
- d) In the event that You have a dispute with one or more Users, You agree to release Us from claims, demands and damages (actual and consequential) of every kind and nature, known



and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to Your use of the Platform.

20. Miscellaneous

- a) Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between the Users and Us with respect to the subject matter hereof. Sections referring to Services, Confidentiality, Limitation of Liability, Indemnity, and Governing Law shall survive any termination or expiration of this Agreement.
- b) You agree and acknowledge that no agency, joint venture, or employment relationship is created under these Terms.
- c) Either of the Parties or its representatives shall not accept or agree to accept any commission, gift, share of profit or any other favor, whether in cash or in kind, related to this Agreement.
- d) No provision of these Terms shall be enforceable by a third party.
- e) The User must not assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with these Terms or any right, benefit or interest under it, nor transfer, novate or sub-contract any of it's obligations under these Terms.