

The following general terms and conditions (“**User Terms / Ts & Cs**”) are valid for the use of rental bicycles offered by Ola (ANI Technologies Private Limited).

I. **General**

1. Ola (“**Provider / Ola**”) rents bicycles (“**Ola Bicycles**” / “**Bicycle**”) to registered customers (“**Customer**”) as far as the services are available.
2. The general terms and conditions apply to and include usage of the Ola Bicycles
3. Bicycle Rentals and returns are possible via Ola smartphone mobile application (“**App**”), using the Bicycle key / one time passwords (**Release Code**) given to the Customer by Ola for release of Ola Bicycles
4. Upon renting an Ola Bicycle, the Customer accepts the current, valid version of these User Terms, Ola Cabs terms and conditions available at <https://www.olacabs.com/info/faqs#termsAndConditions> (“**GTCs**”) and privacy policy of Ola available at <https://www.olacabs.com/info/faqs#privacyPolicy>

II. **Eligibility and Registration**

1. The provisions of paragraphs 2 and 3 of GTCs shall apply to the Customers, and shall be deemed to be incorporated herein by reference
2. Additionally, the Customer may be required to provide the following prior to use of Ola Bicycles –
 - a) Identity proof like Aadhar card, Passport, Driver’s License, Voter ID etc.
 - b) Address proof such as utility bills

III. **Terms and Conditions of Use**

1. Ola Bicycles shall not be used: a) by persons who are younger than 16 years (unless accompanied by an adult), b) to carry other persons in

particular young children, c) for journeys outside of the city of operation without written consent from Ola, d) for subletting to third parties, e) by individuals under the influence of alcohol or drugs, f) for any commercial purpose.

2. The Customer is obliged to obey all road and traffic laws and regulations.
3. Freehand (“no-hands”) operation of Ola Bicycles is not allowed at any time.
4. It is forbidden to use the Ola Bicycle basket improperly or overload it (maximum allowable load: 5 kg), if Ola Bicycle has a basket. The Customer is obliged to ensure that all transported goods and items are properly fastened and secured at all times.
5. Unauthorized modifications or alterations to Ola Bicycles are not allowed.
6. Should unauthorized or improper use of the Ola Bicycles be determined, Ola is authorized to terminate the business relationship and block the Customer from further rentals and usage.
7. Following receipt of confirmation messages regarding the return of Ola Bicycles, the Customer is not allowed to use the Bicycle with the used Release Code. To use the returned Bicycle again it is necessary to initiate and book the Bicycle again.
8. The Customer is not allowed to change the provided lock code or to provide it to third parties – the Customer shall use the Bicycle himself / herself.
9. If a Customer leaves the Bicycle to a third party to use it, the customer is responsible for the actions of any third parties using the Bicycle to the same extent as for his/her own actions.

IV. Rental Limitations

Unless previously agreed upon otherwise, each Customer may rent up to 1 Bicycle on one Customer account at any one given time.

V. Duration of Rental

1. The chargeable rental period of a Bicycle (“**Rental Fee**”) begins when the Customer applies the Release Code, or scans the QR Code or enters the Ola Bicycle number on the Site, as the case may be.
2. The Customer has to inform the Ola of the end of the rental period in accordance with Clause VIII. The official end of the rider / rental period shall be marked with the receipt of information by the Customer from Ola. Customer service must be informed about any problems via the customer support number provided on the App immediately. Notification at a later time will result in any associated recourse claims are deemed to be invalid.

VI. Condition of Rental Bicycles

1. The Customer has to make her-/himself familiar with the condition and the appropriate use of the Bicycles before rental.
2. The Customer is in addition obliged to check before use that the Bicycles is in a roadworthy and safe condition. In particular, safety relevant screw and component fixation, the condition of the frame, handlebars and seat as well as air pressure in the tires and the proper functioning of lighting and brake systems are to be checked. Should the Customer determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify the provider’s customer service, end the rental and desist using the Bicycles immediately. If

there is a technical defect or deficiencies after rental but before the customer uses the Bicycles, the rental will be cancelled by Ola.

3. Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the Bicycle is found without lock, the Customer is obliged to contact the customer service.

VII. Parking of the Rental Bicycles

1. The Bicycle must be parked in plain sight. The customer is obliged to follow road traffic regulations when parking. Furthermore, he/she must ensure that the Bicycle does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property. The kickstand is to be used every time that the Bicycle is parked and the Bicycle is to be placed in the provided Bicycle racks at the rental station when available, if the rental stations are designated by Ola.
2. In particular, it is not allowed to park rental Bicycles: a) at traffic lights b) at parking ticket machines or parking meters c) at traffic signs d) on walkways e) in front of, in or near emergency exits and fire department service zones f) where the Bicycle covers local advertisements g) to lock the Bicycle at fences of private or public buildings h) on train and bus platforms
3. The rental Bicycles must be locked when not in use, even if the Customer leaves the Bicycle unattended for only a short time.
4. Failure to comply will result in the charging of penalties in accordance with the current price list available online on the App. Additionally, the renting Customer shall be responsible for payment of any official fines and/or

claims on the part of any third parties incurred as a result of non-compliance with these User Terms or any Applicable Law.

5. It is not allowed to leave/park the Bicycles in buildings, backyards or within other vehicles at any time.

VIII. Returning of Rental Bicycles

1. The returning of rental Bicycles outside the defined area of usage is usually not permitted. In general, this area is defined as the city in which the Bicycle was rented.
2. The Bicycle must be returned so that it is clearly visible at one of the locations in the App or stations and locked using the lock provided. The Customer is obligated to inform Ola that the rental period is being ended as well as of the exact location of the return. This may be done using our App.
3. In some cities, the Bicycle can be returned to a public location such as a street intersection and left in plain sight identified in the App. A station should be used when available.
4. Should the Customer not return the Bicycle at a defined area as described in paragraph 1 to 3, provide false information or forget to return the Bicycle entirely, a penalty / service fee will be charged by Ola in accordance with the current price list as published online on the App.

IX. Liabilities and Customer Liabilities

1. Use of Bicycle rental services provided by Ola is at the Customer's own risk. The Customer takes full responsibility for damages caused by him/herself. The Customer is solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof.

2. If the Customer causes damages with negligence or the Bicycle is stolen because of negligence, the Customer remains liable, without prejudice to Ola's rights under Applicable Laws.
3. The customer shall be made liable for all costs and damages incurred by Ola due to non-compliance with these User Terms obligations including those defined in previous paragraphs concerning notification obligations.
4. Ola shall not be liable in cases of improper and/or unauthorized use of the Bicycle.
5. If the Bicycle is stolen during the rental period, the Customer must report the theft immediately to Ola.
6. The Customer is liable for damages until the Bicycle returned has been inspected by Ola (maximum of 48 hours) or the Bicycle has been rented by another customer in the meantime. The Customer will be informed immediately in case of any damage.

X. Customer Obligations in Case of Accident

Ola must be informed of accidents immediately. In cases of accidents involving not only the Customer, but also third-party property or other persons, the Customer is also obliged to report the incident to the police immediately. Failure to do so on the part of the customer shall result in the customer being liable for damages incurred by Ola owing to infringement of said obligation.

XI. Payments and Mode of Payment

1. Ola's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of Bicycle (**Rental Fee**). Rental Fees are to be taken from the current price list (available on the App).

2. For payment mode and cancellation fee, the provisions of paragraphs 6 and 7 of GTCs shall apply to the Customers, and shall be deemed to be incorporated herein by reference.

XII. Miscellaneous

1. The provisions of paragraphs 8 through 24 of the GTCs shall apply to the Customers, and shall be deemed to be incorporated herein by reference.
2. Terms used herein but not defined shall have the meaning assigned to them in the GTCs.