

CUSTOMER TERMS AND CONDITIONS

Last updated on 2nd January 2018

The terms and conditions contained in this document (“**T&Cs**”) is an electronic record in terms of the Information Technology Act, 2000 and the rules made thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. **BY CLICKING ON THE “I ACCEPT” BUTTON, (I) YOU ARE CONSENTING TO BE BOUND BY THESE T&C’s FOR USE OF THE SITE AND (II) YOU ARE APPOINTING OLA AS YOUR REPRESENTATIVE FOR THE PURPOSE OF BOOKING THE SAME VEHICLE FOR THE SAME ROUTE ON BEHALF OF YOURSELF AND OTHER CO-PASSENGERS, FOR ACCESS OF THE SITE BY ACCEPTING THE PERMIT HOLDER SERVICE AGREEMENT. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS AND CONDITIONS BEFORE YOU USE ANY OF THE SERVICES OFFERED ON THE SITE, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.** If You do not accept any of the Terms and Conditions or the Permit Holder Service Agreement, then please don’t use the Site or avail any of the Services being provided therein. **YOU AGREEING TO THESE TERMS AND CONDITIONS and the PERMIT HOLDER SERVICE AGREEMENT SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND OLA IN RESPECT OF THE USE OF THE SITE.**

1. Definitions

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

“Account” refers to the account created by Customer on the Site.

“Act” means the Motor Vehicle Act, 1988 and the rules made thereunder and includes any amendment, modification or re-enactment of the same, or any other succeeding enactment for the time being in force.

“Applicable Laws” shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court, in India.

“Authorised Driver” shall mean and include such individuals, who hold a valid Contract Carriage Permit; and as may be evaluated, appointed and trained by the Permit Holder to provide the transportation services on behalf of the Permit Holder in accordance with the Permit Holder Terms & Conditions and the Applicable Law.

“Cancellation Fees” shall mean fees payable towards cancellation of a booking made on the Site by You in terms of Clause 13 of these T&Cs. The Cancellation Fee shall be exclusive of all applicable taxes, if any.

“ City of Operation” shall mean the State in which OLASHUTTLE is launched and the Customers and Permit Holders avail and render the Services respectively. For clarity, the Service rendered by the Permit Holders and availed by the Customers shall be in the same city. Notwithstanding the

above, the Permit Holder may provide transportation services on the routes as requested by the Customer on the Site, including but not limited to routes within a City of Operation or between two or more cities/ States

“Co –Passenger” shall mean the other Customers who have collectively booked the ride through a common representative on the same Vehicle using the Site.

“Customer” or **“You”**, **“Your** or **“Yourself”** means any person who accesses the Site and/or uses the Services on the Site through an Account.

“Convenience Fee” shall mean the fee payable by the Customer to OLA for the service availed from OLA i.e. the technology services offered by OLA. Convenience Fee shall be chargeable on every booking made through the Site. The Convenience Fee shall be exclusive of all applicable taxes, if any.

“OLA” or **“Us”** means ANI Technologies Private Limited, a Company registered under the Companies Act, 1956 and having its registered office at Regent Insignia, #414, 3rd, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore - 560034, India.

“Permit Holder” means such persons who have been granted valid and subsisting Contract Carriage Permits by the transport authorities in the City of Operation under the Act and the rules made thereunder and have entered into an agreement for subscription with OLA to list their Vehicles on the Site in the City of Operation, and operate according to the terms and conditions applicable to such subscription and includes driver of the Vehicle(s).

“Permit Holder Service Agreement” refers to the agreement between the Permit Holder and the Customers through their representative for provision of Services, in accordance with the Permit Holder T&Cs and these T&Cs.

“Permit Holder for above 12 seater Vehicles” refers to the Permit Holder who has been granted the contract carriage and other requisite permits under the Motor Vehicles Act, 1988 for running a Vehicle with a seating capacity of more than 12 (twelve) and does not include Vehicles under the definition of “omnibus” & “maxi cab” as defined in the respective local permit.

“Permit Holder T&Cs” refers to the Permit Holder terms and conditions which are available at the Site and have been accepted by the Permit Holder upon subscription to the Site.

“Service(s)” includes (a) facilitating the provision of services from the Permit Holder of transporting Customers within the City of Operation, who have collectively booked their ride through a common representative, on the same Vehicle of the Permit Holder, from the pick-up point(s) to the drop-off point(s) as communicated by the Customers at the time of making the booking on the Site; and (b) payment collection from Customers through OLA Money and its settlement with the Permit Holder, to facilitate the transactions between the Customers and the Permit Holder; and (c) such other services as may be determined by OLA from time to time.

“Site” shall mean the mobile application, which is an online booking platform, and which is owned and operated by OLA and includes any upgrades from time to time and any other software that

enables the use of the application or such other URL as may be specifically provided by OLA, including the feature/category of OlaShuttle available therein (“**OLASHUTTLE**”).

“**Substitute Vehicle**” shall mean another Vehicle whether or not arranged by the same Permit Holder, offering the service of transporting Customers to its destination, in the event of a Vehicle breakdown. For clarity, such Substitute Vehicle may not necessarily be availed or booked using the Site.

“**Vehicle**” means the maxicab(s)/omnicab(s) listed by the Permit Holders on the Site to be used, to transport Customers in the City of Operation where it is registered, where such Customers have collectively booked their ride through a common representative on such Vehicle using the Site.

2. Interpretation

- 2.1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
- 2.2. Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.
- 2.3. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as OLA will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

3. Eligibility

- 3.1. You will be "**Eligible**" to use Our Services only when You fulfill the following conditions:
 - 3.1.1. You have attained at least 18 (eighteen) years of age;
 - 3.1.2. You are competent to enter into a contract under the Applicable Laws.
- 3.2. You can avail the Services only if You fulfill the conditions as mentioned in 3.1.1 to 3.1.2 above. If You are not Eligible, please immediately abandon any and all attempts to register with Us or use Our Services.
- 3.3. We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account to access the Services on the Site is not Eligible.

4. Registration

- 4.1. You can register as a Customer, by providing a current, accurate, valid and active phone number, Your name, current, accurate, valid and functional e-mail address and any other additional information as may be required by OLA (“**Registration Data**”) at the time of creating the Account.
- 4.2. You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.

- 4.3 You hereby expressly consent to receive communications including promotional content from Us through Your registered phone number and/or e-mail id. You consent to be contacted by Us via phone calls/SMS notifications/emails. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.
- 4.4 You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account on the Site, whether initiated by You or any third party. The password and other details of the Account should not be shared with any third party. Your Account is non-transferable and is not capable of being sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.
- 4.5 In the event of any change in the said information, You agree to promptly update Your Account information to ensure that the communications We intend to send to You are promptly delivered to You and are not sent to any other entity/third party.
- 4.6 We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way or for other just and equitable reasons.
- 4.7 We allow You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately reach Us at the shuttlesupport@olacabs.com
- 4.8 In case, You are unable to access Your Account, please inform Us at shuttlesupport@olacabs.com and make a written request for blocking Your Account. We shall require at least 72 (Seventy Two) hours to process your request unless in case of Force Majeure (as defined hereinafter) events. In any case, We will not be liable for any unauthorized transactions made through Your Account prior to blocking of Your Account by Us in the manner provided hereinabove.

5. Permit Holder Service Agreement

- 5.1 You shall be able to avail our Service and successfully book a ride on a Vehicle using the Site only upon accepting these T&Cs that governs the provision of transportation service to You using the Vehicle, available on the Site. You agree and accept that when You express interest in booking a ride on a Vehicle on the Site, the Vehicle shall be booked as a whole, for use by Yourself and other Co-passengers interested in booking a ride on the same Vehicle for the same route. YOU HENCE AGREE TO THESE T&Cs AND APPOINT OLA AS YOUR REPRESENTATIVE FOR THE PURPOSE OF BOOKING THE SAME VEHICLE FOR THE SAME ROUTE ON BEHALF OF YOURSELF AND OTHER CO-PASSENGERS, BY AND FOR ACCEPTING THE TERMS OF THE RELEVANT PERMIT HOLDER SERVICE AGREEMENT.
- 5.2 You agree that under this clause 5, OLA acts as your representative for the limited purpose of providing Services and will not be construed as your representative or agent or partner, whether under this Agreement or otherwise, for any other purpose.

6. Do's & Don'ts

- 6.1 You are required to ensure that the Vehicle that reports for pick up bears the same registration number and the registration details specified to You through the Site.
- 6.2 You shall carry a valid proof of your identity with you to the pick-up location which shall be produced at the time of boarding the Vehicle.
- 6.3 You shall report at the pick-up point at least 15 (fifteen) minutes prior to the scheduled departure time. In the event, You don't report at the pick-up point on time, You shall be termed as a NO-SHOW passenger and shall be denied boarding the Vehicle. In such an event, You shall not be entitled to any refund of the payment by You for making the booking on the Site.
- 6.4 You shall present the confirmation of your booking as per the terms hereof, along with a valid photo identity proof issued by the government authority; otherwise, You will be denied boarding and not be entitled for any refund.
- 6.5 You shall not carry any goods or articles that are prohibited under law or harmful in any way to Your co-passengers or the driver, including but not limited to weapons, inflammables, firearms, ammunitions, drugs, liquor, smuggled goods etc.
- 6.6 You are not allowed to bring any pets on board.
- 6.7 You are not allowed to carry baggage exceeding 15 kg (fifteen kilograms). OLA reserves the right to disallow onboarding of any excess baggage carried by You.
- 6.8 You shall be responsible for all your belongings and luggage. OLA will not be responsible for any loss or damage caused to any valuables on you on in your luggage such as cameras, jewellery, money, electronics, perishables, etc.
- 6.9 While using the Service and while availing the transportation services as provided by the Permit Holder, You shall (a) behave in a disciplined and decent manner; (b) refrain from disturbing, misbehaving with, or in any other manner adversely affecting the quality of the journey of Your Co-Passengers and/or the Permit Holder; and (c) not use any dangerous instrument or weapon against the Permit Holder or the co-passenger or harm them in anyway. In case of any non-compliance by You of the obligations hereunder, OLA and/or the Permit Holder shall have the right to terminate your ride immediately and ask you to de-board the Vehicle, without any liability whatsoever, and to initiate such other action as We deem fit or as permitted under Applicable Laws.
- 6.10 You shall not use the Site for any unlawful purpose, including but not limited to sending or storing any unlawful material or for fraudulent purposes.
- 6.11 You may reach Us at shuttlesupport@olacabs.com and 7022453399. All the calls made to OLA's Call Center are recorded by OLA for quality and training purposes.

7. Use of Site

You agree, undertake and confirm that Your use of Site shall be strictly governed by the following binding principles:

- 7.1 You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - 7.1.1 belongs to another person and to which You do not have any right to; or interferes with another user's use and enjoyment of the Site or Services; or
 - 7.1.2 that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, of another person; or
 - 7.1.3 misleading in any way; or
 - 7.1.4 is patently offensive to the online community, such as sexually explicit Content (as defined hereinafter), or Content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - 7.1.5 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or
 - 7.1.6 infringes upon or violates any third party's rights, (including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity); or
 - 7.1.7 contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or
 - 7.1.8 provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or
 - 7.1.9 provides instructional information about illegal activities such as making or buying illegal weapons, or providing or creating computer viruses; or
 - 7.1.10 contains video, photographs, or images of another person without his or her express or written consent and permission or the permission or the consent of his/ her guardian in the case of minor; or
 - 7.1.11 tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable codes of conduct and end user access and license agreements) to the Site or to profiles, blogs, communities, account information, bulletins, or other areas of the Site or solicits passwords or personal identifying information from other users; or
 - 7.1.12 engages in commercial activities and/or sales on or related to the Site, without Our prior written consent, such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items. Throughout these T&Cs, Our "prior written consent" means a communication coming from Our authorized representative, specifically in response to Your request, and specifically addressing the proposed activity or conduct for which You seek authorization; or
 - 7.1.13 refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Site, contains Content that is prohibited under these T&Cs or

- violates the letter or spirit of these T&Cs; or
 - 7.1.14 harms minors in any way; or
 - 7.1.15 is fraudulent or involve the sale of counterfeit or stolen items; or
 - 7.1.16 violates any law for the time being in force or any OLA policies, as updated from time to time; or
 - 7.1.17 deceives or misleads the users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
 - 7.1.18 impersonates another person; or
 - 7.1.19 contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site; or
 - 7.1.20 threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or
 - 7.1.21 is false, inaccurate or misleading; or
 - 7.1.22 directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Laws, rule, regulation or guideline for the time being in force; or
 - 7.1.23 creates liability for Us or causes Us to lose (in whole or in part) the services of Our ISPs or other suppliers.
- 7.2 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. We reserve the right to bar any such activity.
- 7.3 You shall not probe, scan or test the vulnerability of the Site or any network connected to the Site nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any Customer, including details of Accounts not owned by You, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- 7.4 You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Our systems or networks, or any systems or networks connected to the Site.
- 7.5 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Site or any service offered on or

through the Site. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

- 7.6 You may not use the Site or any Content for any purpose that is unlawful or prohibited by these T&Cs, or to solicit the performance of any illegal activity or other activity that infringes the rights of OLA or others.
- 7.7 You shall not use the Services or Site in any manner that could damage, disable, overburden, block or impair any of the server connected to the Site. You may not attempt to gain unauthorized access to the Site through hacking, password mining or any other means.
- 7.8 You may not reverse engineer, decompile and disassemble any software used to provide the Services.
- 7.9 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation, of OLA on platform or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.
- 7.10 Solely to enable Us to use the information so that We are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your Information in accordance with these T&Cs and Our Privacy Policy.
- 7.11 You shall not engage in advertising to, or solicitation of, other users of the Site to buy or sell any products or services, including, but not limited to, services related being displayed on or related to the Site. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Site. It shall be a violation of these T&Cs to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Site without Our prior explicit consent. In order to protect Our users from such advertising or solicitation, We reserve the right to restrict the communication from a user to other users, as We may deem appropriate in Our sole discretion.
- 7.12 You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Site) as necessary to satisfy any Applicable Laws, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 7.13 We reserve the right, but have no obligation, to monitor the materials posted on the Site. We shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to

violate, any Applicable Laws or either the spirit or letter of these T&Cs. Notwithstanding this right of OIa, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE SITE/ AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that You have all necessary rights in and to all Content You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

- 7.14 Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Site.
- 7.15 It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Site and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You on the public forum due to your use of the Site, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses but by using the Site, You acknowledge and agree that, We shall not be responsible for the use of any personal information that You publicly disclose or share with others on the Site. Please carefully select the type of information that You publicly disclose or share with others on the Site, or from the Site on other social platforms (eg, but not limited to Facebook).

8. Contents Posted on Site

- 8.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
- 8.2 Except as expressly provided in these T&Cs, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.
- 8.3 You may use information on the Site purposely made available by Us for downloading from the Site, provided that You:
- 8.3.1 do not remove any proprietary notice language in all copies of such documents; or
 - 8.3.2 use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any

media; or

8.3.3 make no modifications to any such information; or

8.3.4 do not make any additional representations or warranties relating to such documents.

- 8.4 You shall be responsible for any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Sites ("Posted Content") by You. Such Posted Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Posted Content. We shall be entitled to, use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by Us in the manner that We deem fit, consistent with Applicable Laws and You are not entitled to any payment or other compensation for such use of Posted Content by Us. Notwithstanding anything contained in this clause, You shall be solely responsible for the Posted Content on the Site.

9. Placing a Service Request

You may offer a request to avail the Service on the Site after accepting these T&Cs. By offering a request to avail the Service on the Site You are bound by these T&Cs.

We will store the information provided by You for matters connected to the request for offer of Service and incidental thereto. Further, information relating to the Service will be sent to You on Your mobile number or email ID registered with Us by You. You may promptly inform Us on any change in the contact information provided.

We will not be responsible for any change in the mobile number/e-mail ids which have not been updated on the Site by You. We will not be liable for any loss incurred due to the inappropriateness of the mobile or email or any other communication medium.

10. Confirmation of Booking

We may, upon receiving the offer by You to avail the Service, accept the offer and initiate the Service including the booking of the Vehicle, which shall be informed to You through the Site or vide an SMS and/or email.

In the event the aforesaid offer is accepted by Us, You shall be sent the booking details including the Authorized Drivers name and contact details, Vehicle registration number, charges and/or the pick up and drop points, estimated time of arrival ("ETA"), estimated travel time ("ETT") and/or such other details as We may determine from time to time. You hereby understand, agree and consent to the receipt of such messages from Us.

You shall be responsible for immediately reporting the errors, if any, occurred in the transmission of information regarding the initiation of Service, to You. You shall bear the consequences and damages for any delay that may be caused to You due to Your failure to check the confirmation SMS/email and/or failure to inform Us of the incorrect and/or inaccurate details immediately.

In the event You want to reschedule the confirmed booking for availing the transportation services provided by Permit Holder intra-city, then You may reschedule the booking till 5 (five) minutes prior to the pick-up time. In the event You want to reschedule the confirmed booking for availing the transportation services provided by Permit Holder inter-city, then You may reschedule the booking till 2 (two) hours prior to the pick-up time.

11. SUBSTITUTE VEHICLE

- 11.1 In the event of breakdown of the Vehicle during the course of the ride, every effort will be made by the Authorized Driver/Permit Holder for its immediate repair. In case the Vehicle is beyond repair by the Authorized Driver/Permit Holder, the Permit Holder on a best effort basis may arrange for a Substitute Vehicle offering the service of transportation for completing Your ride to Your destination.
- 11.2 You acknowledge and agree that Substitute Vehicle may not be necessarily of the same type as that of the Vehicle availed from the Site. You however hereby consent to avail the services of such substitute transport service provider and the transport service provider of the Substitute Vehicle may not necessarily be Authorized Driver/Permit Holder and/or operator who are registered with OLA and who perform services on and through the Site. OLA bears no responsibility and liability for delays and losses suffered by You or caused to You as a consequence of the breakdown of the Vehicle booked through the Site. Further, Ola shall not be held liable for any damages resulting from the use of the Substitute Vehicle.
- 11.3 Fare for the Services agreed between You, the Permit Holder of original Vehicle and OLA may remain the same and may not be affected by Your availing of the Substitute Vehicle. Without limiting any other provision of this Agreement, in the event of an accident, breakdown or equipment failure during the course of the ride, whether or not a Substitute Vehicle is available or accessible to You, OLA will not be liable for any resulting transportation or accommodation or living expenses or personal expense that is incurred by You. In the event Permit Holder is not able to arrange for a Substitute Vehicle, OLA shall, on Your request, refund You the full amount to Your e-wallet (OLA MONEY POWERED BY ZIPCASH).

12. Payment

We shall provide a receipt for the fees payable by You at the end of the trip. However, separate invoices raised in relation to the Permit Holder's trip fees, and Ola's Convenience Fee may be provided to You on request. You may raise a request for copy of the invoices by sending a request to shuttlesupport@olacabs.com.

Online payment for trips shall be made to Us in advance of the transportation services, through an e-wallet (OLA MONEY POWERED BY ZIPCASH). When You choose to make an online payment, We shall collect the fare from You as Your representative. Collection of the fare on behalf of the Customers and the handing over the fare to the Permit Holder shall in no way imply that the transportation services are being provided to You by Us.

The processing of payments or credits, as applicable, in connection with Your use of the Payment Method will be subject to the terms, conditions, and privacy policies of the Payment Processor that We engage for the purpose, and/or Zipcash Card Services Private Limited ("Zipcash"). We will not be responsible for any errors by the Payment Processor/Zipcash. In connection with Your use of the

Services, We will obtain certain transaction details, which We will use solely in accordance with its privacy policy.

We will generate the invoice relating to the transport services on behalf of the Permit Holder servicing your request, which will be sent across to your registered e-mail ID.

As per the Central Goods and Service Tax Act, 2017 (“CGST”) , once the Tax Deduction Source (“TDS”) sections (Section 51 and Section 52 of CGST Act) are notified, the Permit Holders for 12 Seaters and above Vehicles” will issue invoices and charge GST on those invoices.

13. Cancellation and Refund Policy

- 13.1. You may cancel the ride booked by You at any point of time on payment of the Cancellation Fee as provided below:

<u>Time of Cancellation</u>	<u>Cancellation Fees</u>	<u>Refund Amount</u>	<u>Type</u>
Up to <u>30</u> min before pickup time	0	100%	Intracity
Less than <u>30</u> min before pickup time	0	0%	Intracity
Up to 2 hours before pickup time	0	100%	Intercity
Less than 2 hours before pickup time	0	0%	Intercity

- 13.2. In the event You cancel the booking for a Vehicle that has been rescheduled by the Permit Holder, You shall then be entitled to full refund. Such refund shall be made to Your e-wallet (OLA MONEY POWERED BY ZIPCASH).
- 13.3. You shall be notified of the applicable Cancellation Fee in advance whenever You attempt to cancel a booking. The notification shall be on the Site.
- 13.4. After retaining the Cancellation Fees, if any, as per Clause 13.1 of the T&Cs, We shall refund the remaining amount to Your e-wallet (OLA MONEY POWERED BY ZIPCASH), from the amount already paid by You in advance for the ride.
- 13.5. We shall provide a receipt of the Cancellation Fee, if any, payable by You for every cancellation as per these T&Cs. However, separate invoices raised by the Permit Holders for the Cancellation Fee, and OLA for the Convenience Fee on cancellations shall be provided to You on request. You may raise a request for copy of the invoices by sending a request to shuttlesupport@olacabs.com

14. Intellectual Property Protection

- a) All trademarks, brands and service marks used in connection with the Site or Services offered by OLA are owned by OLA and is OLA’s property; OLA owns all copyrights and intellectual property rights and database rights in connection with the Services and the Site. Third party trademarks may appear on this Site and all rights therein are reserved to the registered owners

of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use.

- b) You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by use of the Services or the Site.

15. Other Businesses

We do not take responsibility or liability for the actions, products, content and services on the Site, which are linked to affiliates and / or third party websites using Our APIs or otherwise. In addition, We may provide links to the third party websites of affiliated companies and certain other businesses for which, We assume no responsibility for examining or evaluating the products and services offered by them, and We do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). We do not in any way endorse any third party website(s) or content thereof.

16. Links

We welcome links to this Site. You may establish a hypertext link to the Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by Us. You must not use on your site or in any other manner any Ola trademarks or service marks or any Content belonging to Ola and appearing on the Site, including any logos or characters, without Our express written consent. You must not frame or otherwise incorporate into another third party website or present in conjunction with or juxtaposed against such a website any of the content or other materials on the Site without Our prior written consent.

17. Termination and Expiry of the Account

We reserve the right to modify, terminate or suspend Services to You at any time without prior notice due to any changes in internal policy or the Applicable Laws or any breach of these T&Cs by You or for any reason whatsoever. You can terminate Your Account by submitting a request to Us at shuttlesupport@olacabs.com. We will make every effort to respond to Your request for termination at the earliest. You will remain responsible for all transactions that occurred prior to termination of Your Account.

18. Disclaimers

- 18.1. You understand that Ola is merely an intermediary providing online marketplace services and the Site is only a platform where You shall request for transportation services offered by Permit Holders, to be provided upon registration on the Site and acceptance of these T&Cs. Accordingly, We shall not be liable for the quality, safety, reliability, legality, delivery or any other aspect of the transportation service provided by any Permit Holder. To the extent permissible under Applicable Laws, Ola disclaims and shall disclaim all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of the breach by the Permit Holder, during the course of the Permit Holder providing the transportation service, (a) of the Applicable Laws; (b) of the terms of

the applicable licenses and permits that are issued by the transport authorities in the City of Operation; or (c) of the duty of care the Permit Holder and/or the Driver owes to the Customers.

- 18.2. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind about Our Services or the Site, whether express or implied including without limitation, any representation or warranty about for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness. Without prejudice to the forgoing paragraph, We do not warrant that:
 - (a) This Site will be constantly available, or available at all;
 - (b) The information on this Site is complete, true, accurate or non-misleading; or
 - (c) This Site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Site; their servers; or electronic communication sent from Us are free of viruses or other harmful components; Nothing on the Site constitutes, or is meant to constitute, advice of any kind.
- 18.3. Ola shall not be responsible or liable for any direct, indirect, incidental, punitive, or consequential loss or damage, howsoever caused or suffered by the Customer or any third party arising out of the use of Services/Site, including but not limited to cancellation of the Services, deviations from the ETA and ETT.
- 18.4. OLA will not be responsible in the event of loss or damage the baggage belonging to You.
- 18.5. OLA and the Permit Holder will have the right to stop You from boarding the Vehicle or ask you to de-board the Vehicle at any time, if You are under the influence of alcohol or if You have misbehaved or have acted in any manner which may not be deemed safe for the Permit Holder, the Vehicle or other Customers of the Vehicle.
- 18.6. Ola will contractually mandate that the Permit Holder fulfils his obligations to the Customers but, Ola will not be held liable for any loss or damages suffered by the Customers during the transportation service or due to the failure of the Permit Holder to provide transportation services to the Customer for any reason whatsoever
- 18.7. It is expressly made clear to You hereby that Ola does not own any Vehicles nor does it directly or indirectly employ any Drivers for the Vehicles. Ola disclaims any and all liability in respect of the Drivers and the Vehicles alike. Ola however encourages You to notify Us of any complaints that You may have against the Driver of any Vehicle that You booked using the Site.
- 18.8. All the Vehicles listed on the Site are continuously tracked using GPS for security reasons only.
- 18.9. We will not be responsible for any delay caused in or for cancellation of provision of the transportation services by the Permit Holder. In the event there is a delay in the provision of transportation services, the journey of such Vehicle may be rescheduled by the Permit Holder without any extra charge.
- 18.10. We will take every reasonable effort not to share any of trip details, Registration Data or other personal information (collectively, "**Personal Information**") You provide Us, except as required

under any Applicable Law, or to the limited extent necessary for Us to implement any booking instructions We receive from You. Please read Our Privacy Policy for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.

18.11. We do not authorize anyone to make a warranty on Our behalf and You may not rely on any statement of warranty as a warranty by Us.

18.12. Ola and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Site (whether arising from OLA or any other person's negligence or otherwise).

19. Notices and communication

a) Any notice or notification in relation to these T&Cs which You wish to make to Us must be made in writing to:

Attn: Shuttle Support Team

Address: Regent Insignia, #414, 3rd Floor, 4th Block, 7th Main, 100 Feet Road, Koramangala, Bangalore - 560034.

E-mail: shuttlesupport@olacabs.com

b) All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.

c) You hereby also accept to be bound by Our privacy policy.

20. Indemnity and Limitation of Liability

a) You will defend, indemnify and hold harmless OLA, and each of their affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) that arises out of or relates to use of the Services or the Site from Your Account, and/or Your violation of these T&Cs..

b) YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT WITH THE SITE. IN NO EVENT SHALL OLA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS T&Cs, INCLUDING LOST PROFITS, COST FOR ONWARD JOURNEY, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE/ SERVICES, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 1000/- (INDIAN RUPESS ONE THOUSAND ONLY).

21. Force Majeure

We shall not be liable for any failure to perform any obligations under this T&Cs, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

For the Purpose of this clause “**Force Majeure Event**” shall mean any event arising due to any cause beyond the reasonable control of Ola.

22. Copyright complaint

We respect the intellectual property of others. In case You feel that your work has been copied in a way that constitutes copyright infringement, You can write to Us at shuttlesupport@olacabs.com.

23. Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

24. Revision of T&Cs

- a) We reserve the right to change any of these T&Cs or any policies or guidelines governing the Site or Services, at any time and at Our sole discretion. It is Your responsibility to review these T&Cs periodically for updates / changes. Any changes will be effective upon posting of the revisions on the Site. We may send You an automated e-mail to Your registered e-mail ID informing about the changes made.
- b) Unless otherwise specified by Us, revised T&Cs will take effect automatically and be binding from the day they are posted on the Site. By continuing to access or use the Site or the Services, You will be deemed to have agreed to accept and be bound by such revised T&Cs. If You do not agree to the revised T&Cs, You should discontinue accessing Our Site or using Our Services immediately. You can find the date on which these T&Cs were last updated at the legend ‘Last updated on’ at the beginning of these T&C’s.

25. Customer grievance redressal policy

- a) If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance, please contact Our customer care at shuttlesupport@olacabs.com.
- b) The procedure of escalation of complaints shall be as follows:

Escalation Level – 1: Write to Team Ola Shuttle

Address: Regent Insignia, #414, 3rd Floor, 4th Block, 7th Main, 100 Feet Road,
Koramangala, Bangalore - 560034,

E-mail: shuttlesupport@olacabs.com
Response Time: 72 hours

- c) We shall respond to all complaints lodged with us, within 72 (seventytwo) hours through emails, telephone calls, personal visits, etc. and shall redress your grievance expeditiously.

26. Severability

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

27. Governing law and dispute resolution

- a) Any dispute, controversy or claim arising out of or relating to this T&Cs or the validity, interpretation, breach or termination thereof (“**Dispute**”), including claims seeking redress or asserting rights under the Applicable Law shall be amicably settled, in the offices of Ola in Bangalore, through mutual consultation. If the Dispute is not settled amicably as aforesaid within a period of [14] (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Us and the Customer.
- b) The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be Bengaluru.
- c) This T&Cs shall be governed by and construed in accordance with the laws of India and, subject to this Clause 27, We and You agree and undertake that any controversy or claim arising out of or relating to these T&Cs will be adjudicated exclusively before a competent court in Bengaluru, India only.