

TERMS AND CONDITIONS FOR PILOTS

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000.

The Company provides technology-based services for facilitating on-demand transportation services through the Pilots (defined hereinafter) by means of the Company's website and the mobile application "She Scooty" ("**Portal**"). The Services are provided by means of two-wheelers ("**Vehicle**") offered by third party vehicle operators or riders ("**Pilots**") who wish to offer such Services through the Vehicles.

On the basis of the representations and warranties provided by the Pilot, the Company has agreed to list the Vehicle(s) on the Portal to enable the Pilot to provide the Services through the Portal in accordance with the terms and conditions as hereinafter provided ("**T&Cs**").

1. GENERAL COVENANTS

1. The Company shall take the booking request and forward it to the Pilot through an app-based device operating on GPS-GPRS based device installed in the vehicle.
2. The Company reserves the right to discontinue or introduce any of the modes of booking Vehicles.
3. The Pilot shall have the sole discretion to accept or reject each request for the Service.
4. The Pilot warrants that the information it provides to the Company is accurate and complete. The Company is entitled at all times to verify the information that has been provided.
5. The Pilot will refrain from doing anything which the Company reasonably believes to be disreputable or capable of damaging the Company's reputation and will comply with all applicable laws of the Republic of India.
6. In relation to the Portal, the Pilot agrees to:
 1. not authorize others to use her account on the Portal;
 2. not assign or otherwise transfer her account to any other person or legal entity;
 3. not use the Portal for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
 4. not use the Portal to cause nuisance, annoyance or inconvenience;
 5. not impair the proper operation of the network;
 6. not try to harm the Portal in any way whatsoever;
 7. not copy, or distribute any content on the Portal without written permission from the Company;

8. keep secure and confidential the account password or any identification which the Company may provide to the Pilot which allows access to the Portal;
9. provide the Company with whatever proof of identity the Company may request.
10. The Company reserves the right to immediately terminate the use of the Portal by the Pilot if she does not comply with any of the above rules in Clause 1.6.

2. PAYMENT TERMS

1. The Company has the discretion to charge any such fees from the Pilot as updated on the Portal from time to time.
2. The Company charges a convenience fee from the commuters for providing the Services through the Pilots. Further, the Pilot authorizes the Company to collect the service/travel fee ("Fare") from the users on behalf of the Pilots.
3. If the Fare is collected in cash by the Pilot it will get adjusted against the convenience fee.

3. REPRESENTATIONS AND WARRANTIES

The Pilot and the Company represent that:

1. they have all requisite power and authority to, deliver and perform the obligations imposed herein;
2. the execution and performance of the obligations do not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement which is applicable to each party;
3. they have not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude.

The Pilot hereby represents that:

1. she has the requisite authority or assignment to drive the Vehicle and there are no restrictions with respect to the use of the Vehicle that will hinder the Driver from the performance of the Services using the Portal;
2. she has all rights, licenses, and permits as may be required under applicable laws to perform the Service in accordance with these T&Cs;
3. she is in compliance with the Motor Vehicles Act, 1988 and other applicable laws as required to be complied with by any person driving Vehicles;
4. she shall hold and keep updated/renewed licenses, insurance and permits necessary for the use of Vehicle.
5. she shall not drive rashly, shall follow traffic regulations and all applicable laws during the performance of the Services, not consume liquor/cigarette/bidi, or any other kind of intoxicant while performing the Services and shall have and hold a valid driving license and registration/insurance papers for the Vehicle at all times.

The Pilot shall not take any personal calls except in the event of an emergency, without prejudicing the safety of the Vehicle and the customer. The Pilot shall take all calls from the customer and the Company only after stopping the Vehicle at an appropriate location to take the call, without being a hindrance to the traffic around him or without violating any traffic rules.

6. she shall provide the services in a courteous and professional manner as reasonably expected by a service provider providing the Services.
7. she shall at all times during which she is undertaking the Services, maintain dress, appearance, and hygiene codes.
8. she shall perform its obligations with promptness and use reasonable care and skill and in accordance with standards of diligence, care, skill, quality and integrity to be reasonably expected of an experienced and reputable provider of Services;
9. she shall perform each pick-up and drop in the most efficient manner possible and shall make best efforts to adhere to the timelines prescribed.
10. she shall not consume any alcoholic beverages or any other intoxicating/banned substances prior to or during the performance of the Services.
11. her total earnings for any given financial year do not exceed INR 20,00,000 (Rupees Twenty Lakhs) and that she is an unregistered GST service provider.
12. she covenants that she shall promptly inform the Company in case her total earnings exceeds or is expected to exceed INR 20,00,000 (Rupees Twenty Lakhs) in a financial year.

4. RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor: The Pilot shall operate as and have the status of an independent contractor. The relationship between the Company and the Pilot is on a principal-to-principal basis. The Company and the Pilot are independent legal entities, and nothing in these T&Cs will be construed to create a partnership, joint venture, an association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between the Company and the Pilot. It is clarified that the Pilot will not have any right to conclude any contract for and / or on the behalf of the Company.

5. PILOT INFORMATION

1. She Scooty may collect Pilot Information at the time of onboarding of the Pilots, to establish the identity of the Pilots. She Scooty reserves the right to store, process, access and use the Pilot Information for business purposes and needs, background check, verification, marketing, service, development, analytics, research, and any other purpose as She Scooty may deem fit and in accordance with Applicable Law. The Pilot hereby expressly consents to such collection and use of Pilot Information.
2. Subject to applicable laws, She Scooty may provide to a third party, governmental agency, judicial body, any Pilot Information or information relating

to the Pilot, if there is a complaint, dispute or conflict, including any accident involving a Pilot on one hand and end-consumer, or a third party on the other hand;

3. "**Pilot Information**" shall mean and include any personal data collected from the Pilot including know your customer documents with Pilot's bank, copies of valid government-issued vehicle registration certificate, mobile number, bank account details, vehicle insurance copy, driving license, identity proof, residence proof, location data, proof of ownership of Pilots' Vehicle and any other information that She Scooty may deem fit;

6. CONFIDENTIALITY

1. The Pilot shall keep confidential all data including customer details, market information, all work products and documents related thereto, the contents of the Portal and shall not sell or otherwise make that information available to any third parties. Except as otherwise agreed, the data of customers will be the exclusive property of the Company, and the Pilot will not use the same for any purpose or distribute such data in any form or means except for the purpose of providing the Services and other than as permitted by the Company and shall keep it confidential at all times.

7. INDEMNITY

1. The Pilot agrees to indemnify, defend and hold the Company harmless from and against any claim, liability, obligation, loss, damage, deficiency, assessment, judgment, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner incidental, relating, or attributable to any inaccuracy, breach, or failure by the Pilot to perform its obligations under these T&Cs or the applicable laws in relation to performance of the Services.

8. LIMITATION OF LIABILITY

1. The Company is not liable to the Pilot, for any condition, suitability, quality, merchantability and fitness for any purposes in respect of the Portal or the services provided through the Portal and is not liable for any civil, criminal, tortious, or any other liability, that may accrue as a consequence of the use and access of the Portal.
2. To the extent permissible under applicable laws, the Company is not liable for any civil, criminal, tortious, or any other liability, that may accrue as a consequence of the breach by the Service Provider (a) of the applicable laws in respect of the use of the Portal or providing the Services; (b) of the terms of the applicable licenses and permits that are issued by the transport authorities; (c) of the terms of these T&Cs; or (d) of the duty of care the Pilot owes to the users of the Portals.

3. The Company is not responsible for the behaviour, actions or inactions of the Pilot, quality of the Vehicle. Any contract for the provision of Vehicle is exclusively between the customer and the Pilot and the Company is not a party to the same.
4. All rights not otherwise claimed under these T&Cs or by the Company are hereby reserved. The information contained in this Portal is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use.
5. The Company does not represent or endorse the accuracy or reliability of any information or advertisement contained on, distributed through, or linked, downloaded or accessed from any of the services contained on the Portal, or the quality of any products, information or other materials displayed, or obtained by you as a result of any product, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the service.
6. The Pilot shall not do the following:
 1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Portal in any way;
 2. modify or make derivative works based upon the Portal;
 3. create internet "links" or "frame" or "mirror" any application on any other server or wireless or internet-based device;
 4. reverse engineer or access the Portal in order to:
 1. design or build a competitive product or service,
 2. design or build a product using similar ideas, features, functions or graphics of the Portal, or
 3. copy any ideas, features, functions or graphics of the Portal, or
 4. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Portal.

9. TERM AND TERMINATION

Company is entitled to terminate the contract at all times and with immediate effect (by disabling the Pilot's registration on the Portal and use of the Portal) for:

1. Any violation or breach of any term of these T&Cs; or
2. If the Pilot, in the opinion of the Company, misuses the Portal.
3. failure to verify or authenticate Pilot Information;
4. any action or omission by the Pilot which can cause legal or contractual liability for She Scooty including but not limited to fraudulent conduct, customer complaints, continuous unsatisfactory reviews by the Users, misconduct, negligence, and all other actions specifically prohibited under Applicable Law.

5. She Scooty is also at liberty to terminate the contract at their discretion, where, in their opinion, continuance of the services of Pilot is detrimental to the business interest of She Scooty due to the acts of the Pilots, such as the following:
 - i. Misbehavior, rude behavior with the staff of She Scooty, customers or any other persons associated with the She Scooty.
 - ii. Any acts involving criminal offence punishable under law, including physical assault, threatening any of the staff of She Scooty, person associated with She Scooty and any other persons.
 - iii. Concealment of fact/material information while entering into a contract with She Scooty.
 - iv. Poor & irregular for work, meetings and failure to abide by the rules/terms of the contract.
 - v. Drunk while on duty and drunken behavior.
 - vi. Commission of fraud/ misappropriation/embezzlement for undue monetary gain, which is against the interest of the She Scooty.
 - vii. Negligence in performing the duty, causing damage of moveable and immoveable assets of She Scooty, its employees, customers.
 - viii. Indulging in spreading content through digital media, social networking sites, or any other form, which could be detrimental to She Scooty's brand and its image.
 - ix. Indulging in acts such as creating ruckus/ strike/ or any activity against She Scooty, which could be detrimental to the She Scooty's brand and its image.
 - x. Indulging in unauthorized disclosure of confidential information of She Scooty to external agency, person, She Scooty or organization.
 - xi. Misuse of assets provided by She Scooty and welcome kits, which could be detrimental to the interest of She Scooty's brand and its image.
 - xii. Absconding for more than 4 hours with any asset, delivery item, money or any other valuable item belonging to She Scooty, its employees, customers or other staff member(s).
 - xiii. Failure to abide by any of the rules and guidelines given by She Scooty as part of service quality standards and principles.
 - xiv. Doing any act unbecoming of a Pilot.
 - xv. In case the background check, whether wholly or partially, is found negative at any point of time during the term of these T&Cs.

The Company is not obliged to give notice of the termination of the contract in advance.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

1. These T&Cs shall be governed by and interpreted in all respects in accordance with the laws of the Republic of India.
2. Subject to the provisions made in Clause 9.3, the parties hereby submit to the exclusive jurisdiction of the courts of Jalandhar, India.

3. All disputes arising out of or in relation to these T&Cs shall be settled amicably by the parties. In the event no amicable settlement is arrived at within a period of 15 (fifteen) days from the date of first initiation of the dispute by one party to other, the parties shall resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.
4. The arbitration proceedings shall be conducted by an arbitral tribunal comprising of 1 (one) arbitrator mutually appointed by you and the Company.
5. The arbitration proceedings shall be conducted in English language only and the seat for arbitration shall be Jalandhar, India.
6. The award of the arbitral tribunal shall be final and binding.

11. ASSIGNMENT

The Pilot may not assign its rights or obligations under these T&Cs without prior written approval of the Company.

12. AMENDMENT

These T&Cs may be amended from time to time and as and when required, at the discretion of the Company.

13. SEVERABILITY

If any provision or any part of a provision of these T&Cs is invalid, unenforceable or prohibited by applicable laws of the Republic of India , such provision or part of provision shall be severed from these T&Cs and shall be considered divisible as to such provision or part thereof and such provision or part thereof shall be inoperative and shall not be part of the consideration moving between you and the Company hereto and the remainder of these T&Cs shall be valid and binding and of like effect as though such provision was not included herein.

14. INSURANCE

The Company at its sole discretion may insure the Pilot against any accident suffered by the Pilot during provision of Services by the Pilot using the Portal. The Company reserves the right to recover any amount paid by the Company in lieu of the insurance from the Pilot.

15. NOTICES

1. The Company may give notice by means of a general notice on the Portal, or by electronic mail to your email address on record in the Company's

account information, or by written communication sent by regular mail to the Pilot's address on record in the Company's account information.

2. Pilot needs to send any notice on at email id: Pilotcare@shescooty.com