

PRIVACY POLICY

The terms "We" / "Us" / "Our" / "Company" individually and collectively refer to 'Green EQICK Services Private Limited' and the terms "You" / "Your" / "Yourself" refer to the Users. The term "Services" refers to any services offered by 'Green EQICK Services Private Limited'.

This Privacy Policy is an electronic record in the form of an electronic contract formed under the information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information Technology Act, 2000. This Privacy Policy does not require any physical, electronic, or digital signature.

This Privacy Policy is a legally binding document between You and the Company (both terms defined above). The terms of this Privacy Policy will be effective upon Your acceptance of the same (directly or indirectly in electronic form, by signing up on the "Mobile App" or using the Company's "Website" or by any other means) and will govern the relationship between You and the Company for Your use of the Mobile App and Website.

This document is published and shall be construed in accordance with the provisions of the Information Technology (reasonable security practices and procedures and sensitive personal data of information) rules, 2011 under Information Technology Act, 2000; that require publishing of the Privacy Policy for collection, use, storage, and transfer of sensitive personal data or information.

Please read this Privacy Policy carefully. By using the Mobile App or Website, You indicate that You understand, agree, and consent to this Privacy Policy. If You do not agree with the terms of this Privacy Policy, please do not use the Mobile App and Website.

By providing Us Your Information or by making use of the facilities provided by Us, You hereby consent to the collection, storage, processing, and transfer of any or all of Your "Personal Information" and "Non-Personal Information" by Us as specified under this Privacy Policy. You further agree that such collection, use, storage, and transfer of Your Information shall not cause any loss or wrongful gain to You or any other person.

USER INFORMATION

To avail certain Services on Our Mobile App and Website, users may be required to provide certain information namely: - a) Your mobile number, b) Your name, c) Your

email address, d) Your geo-location, home address, work address, e) Your gender, f) Your date of birth, and g) Your credit card or debit card details, occupation, interests, and the like. The Information as supplied by the users enables Us to improve Our Services and provide You the most user-friendly experience.

Any information will not be considered as sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information Act, 2005 or any other law for the time being in force.

In addition to any Personal Information or other information that You choose to submit to Us, we and Our third party service provider may use a variety of technologies that automatically (or passively) collect certain information whenever You visit or interact with the Services (“Usage Information”). This Usage Information may include the browser that You are Using, the URL that referred You to Our Services, all of the areas within Our Services that You visit and interact with, among other information.

All required information is service dependent and we may use the above said User information to, maintain, protect, and improve Our Services (including advertising services) and for developing new services. We will use the Personal Information You have chosen to provide Us for the purpose for which You provided it. We will not use it for any other purpose without Your consent. We might on occasions, use this information to notify You of any important changes or any special promotions that may be of interest to You. You can opt out from receiving such material at any time by emailing Us and asking to be removed from the notification or mailing list.

Any information will not be considered as sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information Act, 2005 or any other law for the time being in force.

INFORMATION SHARING

There will be occasions where it will be necessary for Us to disclose Your Personal Information to third parties. We may be required to disclose Your Personal Information to third parties to provide the Services You have requested. However, the disclosure will only be made where it is necessary to fulfil the purpose for which You disclosed Your Personal Information. Otherwise than stated above, we do not disclose Personal Information that You may give Us to any organisation or person outside Our Company, unless You have authorized Us to do so.

We will share the sensitive Personal Information to any third party without obtaining the prior consent of the User in the following limited circumstances: (a) When it is requested or required by law or by any court or governmental agency

or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing these Terms; for complying with the applicable laws and regulations.

(b) We propose to share such information within its group companies and officers and employees of such group companies for the purpose of processing Personal Information on its behalf. We also ensure that these recipients of such information agree to process such information based on Our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

INFORMATION SECURITY

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of Our data collection, storage, processing practices, and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data.

All information gathered on Our Mobile App and Website is securely stored within Our controlled database. The database is stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. However, as effective as Our security measures are, no security system is impenetrable. We cannot guarantee the security of Our database, nor can we guarantee that information You supply will not be intercepted while being transmitted to Us over the Internet.

GRIEVANCE REDRESSAL

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to Mr. Laxmiraman Soni ("Grievance Officer").

Mr. Laxmiraman Soni (Grievance Officer)
Green e-Pick Services Pvt Ltd
Email: laxmiraman.soni@eqick.in

CHANGES TO PRIVACY POLICY

From time to time, we may amend or update this Privacy Policy. When this occurs, we will post the new version of the Privacy Policy on Our Mobile App and Website. You

can periodically review this Privacy Policy so that You remain informed as to how we are protecting Your Personal Information.

EQICK TERMS AND CONDITIONS FOR USERS

This document is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made thereunder.

1. ELECTRONIC MEDIA

1.1 Please note that (a) the domain names www.eqick.in (the “Website”); and (b) the software application for use on small, wireless computing devices such as smartphones and tablets and also for use on desktop or laptop computers (“Application”) ((a) and (b) hereinafter collectively referred to the “Electronic Media”) is owned, controlled, managed and/or operated by Green EQICK Services Private Limited, (CIN: U63030PN2021PTC202672) a private limited company incorporated in accordance with the laws of India, either itself and/or through its parent company, its subsidiaries or its affiliates (hereinafter collectively referred to as the (“Company” or “EQICK” or “EQICK”).

2. LEGAL AGREEMENT

2.1 These terms and conditions of use (“Terms of Use”) govern the use and access of Electronic Media and availing of the Services (defined below) on the Electronic Media; and constitutes a legal agreement (“Agreement”) between the Company, and you/yourself/yourselves (“User(s)”). If you continue to use and/or access registration or avail the Services offered by the EQICK’s platform and browse the Electronic Media, you are agreeing to comply with and be bound by the Terms of Use.

2.2 In addition to the aforementioned, your use and access to the Electronic Media and the services provided by us through the Electronica Media, is subject to the guidelines, rules, privacy policy, terms, conditions, and/or other applicable policies and procedures (“Company Policies”) applicable to such Service, which shall be posted on the Electronic Media from time to time. Unless otherwise provided for in any specific Company Policy, the Company Policies shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of hereof. Therefore, by impliedly or expressly agreeing to be bound by the Terms of Use, you also agree to be bound by the Company Policies, as may be updated, amended, or revised from time to time.

2.3 If you do not agree with the Terms of Use, please do not access, and use the Electronic Media related to the Company or our Service (defined later) through all other means.

2.4 EQICK reserves the right, to modify or replace, in part or full, any of these Terms of Use, or change, suspend, block, discontinue or restrict your use to all or any feature of the Service or Electronic Media at any time.

2.5 EQICK shall not be required to notify the User of any changes made to these Terms of Use. The revised Terms of Use shall be made available on the Electronic Media. The User is requested to visit the Website and/or Application to view the most current Terms of Use. The User can determine when EQICK last modified the Terms of Use by referring to the "**Last Updated**" legend above. It shall be User's responsibility to check these Terms of Use periodically for changes. EQICK may require the User to provide User's consent to the updated Terms of Use in a specified manner prior to any further use of the Electronic Media and the Services. If no such separate consent is sought, User's continued use of the Electronic Media, following the changes to the Terms of Use, will constitute User's acceptance of those changes. User's use of the Electronic Media and the Services is subject to the most current version of the Terms of Use made available on the Electronic Media at the time of such use.

2.6 Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and EQICK. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. EQICK may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

2.7 Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

2.8 EQICK may amend the Terms related to the Services from time to time. Amendments will be effective upon EQICK's posting of such updated Terms on the website and application or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2.9 Our collection and use of personal information in connection with the Services is as provided in EQICK's Privacy Policy located at www.eqick.in. EQICK may provide to claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an theft, stole, accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

3. DEFINITIONS

All the defined and capitalized terms in these Terms of Use will have the meaning assigned to them here below:

3.1 "**Account**" shall mean the account created by the User on the Electronic Media for availing the Services provided by the Company.

3.2 "**Additional Fee**" shall mean such fee as may be charged additionally, while availing the Services for the Ride from Third Party Providers, towards consumption of any additional services like wi-fi services, partner service provider's services, food items, water, beverages, etc.

3.3 "**Applicable Law(s)**" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.

3.4 "**Application**" shall mean the mobile application "EQICK" updated by the Company from time to time.

3.5 "EQICK" or "us" or "we" or "our" shall mean Green EQICK Services Private Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: U63030PN2021PTC202672) and having its registered office at H. No. W. No. 19, Gokul Near Parikh Petrol Pump, Ichalkaranji, 416 115 Maharashtra, India, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.

3.6 "**Cancellation Fee**" shall mean such fee as charged for all the cancelled Rides as notified to the User through the mode of booking levied in terms of Clause 11 for the cancellation terms.

3.7 "**City of Operation**" shall mean a city in which the Users avail and render the transportation Services, respectively.

3.8 "**Driver(s)**" shall mean and include such individuals who are independent third-party service providers engaged by or associated with the Company or its subsidiaries/affiliates, to provide the transportation services to the User(s). They are persons who are registered with EQICK after having represented to EQICK that they have necessary licenses to provide transportation services within the City of Operation.

3.9 "**E-Wallet**" shall mean a pre-paid instrument, which shall refer to the User's linked PayTM wallet, the EQICK Wallet, or any other payment gateway and wallet wherein the User can add money through the various payment methods offered by the available Payment Gateway or Payment Processor.

3.10 "**Force Majeure Event**" shall mean any event arising due to any cause beyond the reasonable control of the Company.

3.11 "**Location Fee**" shall mean and include without limitation any toll duty, inter-state taxes, airport charges or any other charge/fee imposed by the governmental instrumentalities or any third-party regarding operation of the Vehicle (defined below) at specific locations.

3.12 "**Registration Data**" shall mean and may include the present, valid, true, and accurate name, email ID, phone number and such other information as may be required by EQICK from the User from time to time for registration on the Application.

3.13 "**Ride**" shall mean the travel in the Vehicle by the User facilitated through the Electronic Media.

3.14 "**Service(s)**" shall mean the provision of technology platform services available on/through the Electronic Media that enables the User's operating the Electronic Media, who are desirous of obtaining, availing, arranging, scheduling transportation services offered by independent third-party service providers including inter alia the Drivers who are under an agreement with EQICK or with certain EQICK's affiliates ("Third Party Providers"). For avoidance of any doubt, it is clarified that it also includes the facilitation of transportation service between the User and the Driver by EQICK through the Application or via a telephone request at the call centre of EQICK, or booking on the Website, within the City of Operation, as elaborated in Clause 8.

3.15 "**Total Ride Fee**" shall mean and include the aggregate amount reflected in the Electronic Media or notified to the User as an amount payable towards the transportation services and the Services provided through the Electronic Media including inter alia the Location Fee, the Additional Fee (as applicable), any other fee as may be notified by EQICK in the Electronic Media or through mode of booking for each User inclusive of any/all taxes as may be applicable from time to time.

3.16 "**Terms of Use**" shall mean these terms and conditions for the User.

3.17 "**Third- Party Advertiser(s)**" online or offline advertisements of various sponsors advertising and marketing their own goods and services through EQICK.

3.18 "**User/ You**" means a person who has an Account on the Application and/or Website.

3.19 "**Vehicle**" shall mean all types of vehicles defined under the Motor Vehicles Act, 1988.

3.20 "**Website**" shall mean the Application and the domain names www.eqick.in operated by the Company or any other software that enables the use of the Application or such other URL as may be specifically provided by the Company.

3.21 "**Waiting fee**" shall mean such fee as charged for the waiting time of a driver, at the rider's pickup location and/or intermediate stops, in excess of the committed time as notified to the User.

4. REGISTRATION AND ACCOUNT

4.1 The User hereby understands and acknowledges that he/she has attained at least 18 (eighteen) years of age and is competent to contract under the Applicable Law(s) and thereby can register on the Electronic Media after complying with the requirements of this Clause 4 and by entering their Registration Data.

4.2 The User shall ensure that the Registration Data provided by him/her in the Account is accurate, complete, current, valid, and true and is updated from time to time. The Company shall bear no liability for false, incomplete, old, or incorrect Registration Data provided by the User.

4.3 The User is solely responsible for maintaining the confidentiality of his/her Registration Data and will be liable for all activities and transactions that occur through the User's Account, whether initiated by the User or any third party. It has

been agreed that the User shall not authorize any third parties to use his/her Account and may not allow any persons under the age of 18 to receive transportation services from Third Party Providers unless they are accompanied by the User himself/herself. The User's Account cannot be transferred or assigned to a third party. The Company shall not be liable for any third-party claim with respect to any loss that the User may have incurred because of someone else using the User's password or Account, either with or without User's knowledge or any third party have incurred upon usage of Services provided by EQICK through the User's account, whether with or without User's knowledge.

4.4 The Company reserves the right to suspend or terminate User's Account with immediate effect and for an indefinite period, if the Company has a reason to believe that the Registration Data or any other data provided by the User is incorrect or false, or that the security of the User's Account has been compromised in any way, or there is a breach of terms and conditions of these Terms of Use or upon any unauthorised use of User's Account by any third party or for any other reason the User may find just or equitable.

4.5 It is the User's responsibility to check and to ensure that the User downloads the correct application for his/her device. The Company shall not be liable if the User does not have a compatible mobile device or if the User downloads the wrong version of the Application for his/her mobile device.

4.6 The Company allows the User to open only one Account in association with the Registration Data provided by the Users. In case of any unauthorized use of the User's Account please immediately inform the Company at support@eqick.in.

4.7 In case, User is unable to access his/her Account, the User needs to inform the Company at support@eqick.in and make a written request for blocking the User Account. The Company will not be liable for any unauthorized transactions made through the User's Account prior to the expiry of 72 (seventy-two) hours after the User has made a request in writing for blocking the User Account and shall not have any liability in case of a Force Majeure Event.

4.8 EQICK reserves the right to modify, terminate or suspend the Services to the User at any time without prior notice due to any changes in internal policy or due to the Applicable Laws or any breach of these Terms of Use by the User or for any reason whatsoever. The User may terminate his/her Account by submitting a request to EQICK at support@eqick.in or by calling on +91 963 963 0964. However, in either case, all previous service requests shall stand voided, and no refund or Service-related deliverable shall be provided. EQICK will make every effort to respond to the User's request for termination at the earliest. However, the User will remain responsible for all the transactions that occurred prior to termination of User's Account.

User Accounts.

4.9 In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an

Account. Account registration requires you to submit to EQICK certain personal information, such as your name, address, mobile phone number and age, e-mail Id, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or EQICK's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by EQICK in writing, you may only possess one Account.

4.10 User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

4.11 Text Messaging.

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

4.12 Promotional Codes.

EQICK may, in EQICK's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third-Party Provider's services, subject to any additional terms that EQICK establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by EQICK; (iii) may be disabled by EQICK at any time for any reason without liability to EQICK; (iv) may only be used pursuant to the specific terms that EQICK establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. EQICK reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that EQICK determines or believes that the use or redemption

of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

4.13 User Provided Content.

EQICK may, in EQICK's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to EQICK through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to EQICK, you grant EQICK a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and EQICK's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

4.14 You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant EQICK the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor EQICK's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

4.15 You agree to not provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by EQICK in its sole discretion, whether or not such material may be protected by law. EQICK may, but shall not be obligated to, review, monitor, or remove User Content, at EQICK's sole discretion and at any time and for any reason, without notice to you.

4.16 Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. EQICK does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

5. USER CONTENT

5.1 Except for the Registration Data or any other data provided, posted, uploaded, or submitted by the User on the Electronic Media during the use of any of the service

offered through the Electronic Media, the Company does not want the User to, and the User should not, send any confidential or proprietary information to the Company on the Electronic Media or otherwise, unless otherwise is required by Applicable Laws. In accepting these Terms of Use, the User agrees that any information or materials that the User or individuals acting on the User's behalf provide to the Company through the Electronic Media other than the aforementioned will not be considered confidential or proprietary.

5.2 EQICK will be entitled to process and transfer User's information as and when it deems fit and it may store or transfer user's information in a server outside India or the country where the User is located in order to perform EQICK's obligations under this Terms of Use, Company Policies, and Applicable Laws.

5.3 The User agrees to grant EQICK 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 which the User has in User's information, in any media now known or not currently known, with respect to User's information. THE USER AGREES AND PERMITS EQICK TO SHARE USER'S INFORMATION WITH THIRD PARTIES IN ACCORDANCE WITH THE APPLICABLE LAWS AND PRIVACY POLICY.

5.4 Further, EQICK shall store the information provided by the User including without limitation the recordings of User's calls between the Company's executive and the User for their conversation regarding the Services of the Company or any/all Service-related matters. The User shall promptly inform EQICK on any change in the information provided by the User to EQICK in respect to the Services availed on the EQICK platform.

5.5 EQICK reserves the right, but have no obligation, to monitor the content posted or the programme content materials posted on the Electronic Media. EQICK shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any Applicable Law or either the spirit or letter of these Terms of Use. Notwithstanding this right of EQICK, User remains solely responsible for the content of the materials he/she may post on the Electronic Media and in the private messages (as applicable). Please be advised that such content posted does not necessarily reflect EQICK's views. In no event shall EQICK assume or have any responsibility or liability for any content posted/shared or for any claims, damages or losses resulting from use of content and/or appearance of content on the Electronic Media. The User hereby represents and warrants that he/she has all necessary rights in and to all content the User provides 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.

6. PRIVACY

6.1 When you become a User, then and during your use of the Electronic Media and/or Services, you will provide us with certain information and other data as aforesaid that may or may not be otherwise publicly available. We will respect the

privacy of such data as per our Privacy Policy which is available at www.eqick.in. We will only collect, use, disclose or process your data in accordance with our Privacy Policy, which you accept by your continued use of the Electronic Media and/or the Services. We will share your data with other parties only as set out in our Privacy Policy.

6.2 In addition to and not in contravention of the terms, measures and procedures regarding storing and securing the data and information on the Electronic Media as stipulated in the Privacy Policy, you acknowledge, accept and agree that the Company utilizes standard security configurations for securing data and information on the Electronic Media which is reasonable and sufficient security practice and procedure as per the industry standard and for the purposes of Information Technology Act, 2000 and the rules and regulations made thereunder. The User agree that in case of any leakage, destruction, unauthorized access or the like to information stored on the Company's Electronic Media, they waive their right to file a complaint for compensation under all Applicable Laws.

7. USE OF ELECTRONIC MEDIA

7.1 The User agrees, undertakes, and confirms that User's use of Electronic Media shall be strictly governed by the following binding principles:

7.1.1 User shall not host, display, upload, modify, publish, transmit, update, or share any information that:

(a) belongs to another person and to which User do not have any right to; or interferes with another user's use and enjoyment of the Electronic Media or any other individual's user and enjoyment of similar services; or

(b) that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libellous, 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

(c) misleading in any way; or

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual; or

(e) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or

(f) 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

(g) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); or

- (h) provides material that exploits people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone; or
- (i) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- (j) contains video, photographs, or images of another person without his or her express written consent and permission or the permission or the consent of his/ her guardian in the case of minor; or
- (k) tries to gain unauthorized access or exceeds the scope of authorized access to the Electronic Media or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Electronic Media or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- (l) engages in commercial activities and/or sales without EQICK's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Electronic Media. Throughout these Terms of Use, our "prior written consent" means a communication coming from EQICK's authorized representative, specifically in response to User's request, and specifically addressing the activity or conduct for which User's may seek authorization; or
- (m) interferes with another user's use and enjoyment of the Electronic Media or any other individual's user and enjoyment of similar services; or
- (n) refers to any website or URL that, in EQICK's sole discretion, contains material that is inappropriate for the Electronic Media, contains content that would be prohibited or violates the letter or spirit of these Terms of Use; or
- (o) harm minors in any way; or
- (p) is fraudulent or involve the sale of counterfeit or stolen items; or
- (q) violates any law for the time being in force; or
- (r) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
- (s) impersonate another person; or
- (t) 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 Electronic Media or any transaction being conducted on the Electronic Media; or
- (u) 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

(v) is false, inaccurate, or misleading; or directly or indirectly, offer, attempt to offer, trade, or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law, rule, regulation, or guideline for the time being in force; or

(w) creates liability for EQICK or cause EQICK to lose (in whole or in part) the services of its vendors.

7.1.2 The User 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 Electronic Media or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Electronic Media or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Electronic Media. We reserve the right to bar any such activity as and when detected or deemed appropriate.

7.1.3 The User shall not probe, scan, or test the vulnerability of the Electronic Media or any network connected to the Electronic Media nor breach the security or authentication measures on the Electronic Media or any network connected to the Electronic Media. The User may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Electronic Media, or any other customer of EQICK, including any of EQICK's account not owned by the User, to its source, or exploit the Electronic Media or any Service or information made available or offered by or through the Electronic Media, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Electronic Media.

7.1.4 The User agrees he/she will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Electronic Media or EQICK's systems or networks, or any systems or networks connected to the Electronic Media.

7.1.5 The User may not use the Electronic Media or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of EQICK or others.

7.1.6 The User shall not use the services or Electronic Media in any manner that could damage, disable, overburden, block or impair any of the server connected to the Electronic Media. The User may not attempt to gain unauthorized access to the services through hacking, password mining or any other means.

7.1.7 The User may not reverse engineer, decompile and disassemble any software used to provide the Services by EQICK.

7.1.8 The User shall not make any negative, denigrating or defamatory statement(s) or comment(s) about EQICK or the brand name or domain name used by EQICK or the Services provided by EQICK or the Third Party Providers or otherwise engage in any conduct or action that might tarnish the image or reputation, of EQICK or its merchants on platform or otherwise tarnish or dilute any of EQICK's 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 EQICK.

7.1.9 The User, by creating an Account under the provisions of these Terms of Use, authorizes us to call or SMS or email on his/ her registered mobile number/ registered email address for the purposes of communicating information pertaining to the Services, Rides, feedback or offers or providing customer support. The Users shall also have the option to request EQICK to send him/her information regarding service, discounts and promotions provided by it. If the User requires EQICK to provide him/her with information regarding offers, discounts and promotions relating to the services availed by him/her, click "Yes", otherwise click "No". If User clicks "Yes", we or an authorised representative, shall provide the above information to the User by way of call or an SMS or email to the User's registered mobile number/registered email id. The User also has the option to discontinue receiving such information at any point of time. To discontinue receiving such information, User may at any point of time visit the specific link provided on Electronic Media to discontinue the same. Solely to enable EQICK to use the information so that it is not violating any rights Users might have in the Information, User hereby agrees to grant EQICK 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 User has the information, in any media now known or not currently known, with respect to User's information. We will only use User's information in accordance with these Terms of Use and the Privacy Policy.

7.1.10 The User shall not engage in advertising to, or solicitation of, other users of the Electronic Media to buy or sell any products or services, including, but not limited to, services related being displayed on or related to the Electronic Media. It shall be a violation of these Terms of Use to use any information obtained from the Electronic Media 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 Electronic Media.

7.1.11 The User understands that EQICK always has the right to disclose any information (including the identity of the persons providing information or materials on the Electronic Media) as necessary to satisfy any law, 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, EQICK can (and User hereby expressly authorize EQICK to) disclose any information about User to law enforcement or other government officials, as it, in EQICK's sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

7.1.12 It is possible those other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Electronic Media and that User may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about Users on the public forum

due to User's use of the Electronic Media, and that the recipient may use such information to harass or injure the User. EQICK does not approve of such unauthorized uses but by using the Electronic Media. The User acknowledges and agree that EQICK shall not responsible for the use of any personal information that the User publicly discloses or shares with others on the Electronic Media. The User should carefully select the type of information that he/she publicly discloses or shares with others on the Electronic Media, or from the Electronic Media on other social platforms (e.g., but not limited to Facebook).

7.1.13 EQICK shall have all the rights to take necessary action and claim damages that may occur due to User's involvement/participation in any way through User or through group/s of people, intentionally or unintentionally causing hindrance in provision of Services.

7.1.14 EQICK's performance of these Terms of Use is subject to existing laws and legal processes of Government of India, and nothing contained in the Terms of Use is in derogation of EQICK's right to comply with law enforcement requests or requirements relating to User's use of this Service or information provided to or gathered by EQICK with respect to such use. The User agrees that EQICK may provide details of User's use of the service to regulators or police or to any other third party, or in order to resolve disputes or complaints which relate to the service, at EQICK's complete discretion.

8. SERVICES

8.1 The Electronic Media is a technological platform that enables and permits the Users to arrange, obtain and avail the transportation services offered by the Third-Party Providers through the Electronic Media. It has been agreed between the parties that upon booking of Services through the Electronic Media, the arrangement constitutes a separate and bilateral association between the User and the Third-Party Providers. It is hereby clarified that for the purpose of facilitation of interaction, communication and transaction between the Third Party Provider and the User is an independent and separate transaction between such Third Party Provider and User and Electronic Media is only acting as an intermediary service provider and/or facilitator for the purpose of facilitation of interaction, communication and transaction between the Third Party Provider and the User; and hence, EQICK shall not be liable and responsible for any and all liabilities, losses, claims and damages that may arise out of or in connection with the interaction, communication and transaction between the Third Party Provider and the User and the User agrees to hold harmless and indemnify EQICK in this regard.

8.2 You hereby acknowledge and agree that Third Party Providers are not the employees, agents, representatives, contractors, advisers, staff members of the Company and the Company has no responsibility for any act, omission, advice, service, representation, etc. of any such Third-Party Provider. As further described in this Terms of Use, the Company makes no representation, warranty or guarantee whatsoever as to (a) the availability of the Third Party Providers; (b) the accuracy of

the representations made or the information posted on the Electronic Media by the Third Party Provider; (c) the accuracy of the information exchanged between the Third Party Provider and the accuracy of the information posted on the Electronic Media by the Third Party Provider and the User; (d) the quality, nature, usefulness, relevance, accuracy of the services provided by the Third Party Providers.

8.3 The Service allows You to send a request through EQICK Electronic Media to a Driver/Third Party Provider on the EQICK network. The Driver has the discretion to accept or reject each request for the Service. If the Driver accepts a request, EQICK notifies the User and provides information regarding the Driver - including Driver's name, Vehicle license number, telephone contact details of the Driver and such other details as the Company may determine.

8.4 The Company shall procure reasonable efforts to bring the User into contact with a Driver, subject to the availability of a Driver in or around User's location at the moment of User's request for such Services.

8.5 By using the Application or the Service, the User further agrees that:

8.5.1 The User will only use the Service or download the Application for his/her sole, personal use and will not for commercial purposes resell or assign it to a third-party;

8.5.2 The User will not use an account that is subject to any rights of a person other than the User without appropriate authorization;

8.5.3 The User will not use the Service or the Electronic Media for unlawful purposes or carry any materials equipment or material that is prohibited under the Applicable Law or the use of which can be used for any illegal purposes/activities;

8.5.4 The User will not try to harm the Driver, Electronic Media or EQICK's network in any way whatsoever or cause any damage to the Vehicle;

8.5.5 The User will provide EQICK with such information and documents which EQICK may reasonably request;

8.5.6 The User will only use an authorized network to which it has access to for the purpose of availing service;

8.5.7 The User is aware that when requesting Services, whether by message, via Electronic Media or calling the call centre of EQICK, standard messaging charges, data charges, voice charges, as applicable, for the User and/or User's phone network service providers, will apply;

8.5.8 The User will comply with all Applicable Law from the User's country of domicile and residence and the country, state and/or city in which the User is present while using the Electronic Media or Service;

8.5.9 The User is aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

8.5.10 The User will not, in his/her use of the Services, cause nuisance, annoyance, inconvenience, or property damage, to the Vehicle, Third-Party Provider or any other party. In certain instances, the User may be asked to provide proof of identity to access or use the Services, and the User agrees that the User may be denied access to or use of the Services if you refuse to provide proof of identity.

8.6 EQICK reserves the right to immediately terminate the Service and the use of the Electronic Media in the event of non-compliance with any of the above requirements by the User.

8.7 The User is strictly prohibited from doing the following acts including without limitation:

Smoking and/or drinking in the Vehicle, misbehaving with Driver, harass, slap, hurt, torture, extort, or assaulting the Driver in any manner, tear off any advertisement(s) material or promotional material placed in the Vehicle, disturb or distract the Driver while driving, make unnecessary noises, leave without paying, jump out of the Vehicle, abuse the Driver in any manner, doing acts which may harm the interiors of the Vehicle, causing fire in the Vehicle or doing any act in violation of the Applicable Laws.

8.8 In the event the User is found to be involved in the activities as set out above, the User shall be liable to pay a fine to EQICK and EQICK shall also have the right to terminate the Ride and/or User's Account, immediately.

8.9 In the event User fails to pay fine after the completion of the Ride, we may at our discretion, take such steps as may be available to us under Applicable Law for recovery of the fine or any amount due and payable by User on account of loss, damages, costs and expenses that are incurred by the Company and/or Third Party Providers arising out of/or in relation to the illegal or unauthorised use of services or any act and omission on the part of the User in complying the terms herein. The User shall also be blacklisted as a result of non-payment of the fine or misbehaving or causing the aforementioned acts, as the case may be, and in such event, User's Account may be terminated by EQICK.

8.10 The Services constitute a technology platform that enables users of EQICK's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with independent third-party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with EQICK or certain of EQICK's affiliates ("Third Party Providers"). Unless otherwise agreed by EQICK in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. YOU ACKNOWLEDGE THAT EQICK DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY EQICK OR ANY OF ITS AFFILIATES.

License.

8.11 Subject to your compliance with these Terms, EQICK grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your

personal, non-commercial use. Any rights not expressly granted herein are reserved by EQICK and EQICK's licensors.

8.12 Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by EQICK; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

8.13 Provision of the Services.

You acknowledge that portions of the Services may be made available under EQICK's various brands or request options associated with transportation or logistics. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of EQICK's subsidiaries and affiliates; or (ii) independent Third-Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations, or licenses; or (iii) by EQICK itself.

8.14 Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that EQICK does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. EQICK does not endorse such third-party services and content and in no event shall EQICK be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Ownership.

8.15 The Services and all rights therein are and shall remain EQICK's property or the property of EQICK's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner EQICK's company names, logos, product and service names, trademarks, or services marks or those of EQICK's licensors.

9. CONFIRMATION OF BOOKING

9.1 The Company, upon receipt of a booking for the Service, uses various algorithms to appoint a Driver closest to the requested location of the User. Upon assigning the Driver towards the request of the User or the Service booking request, the Driver has the discretion to accept or decline the booking made by the User through the Electronic Media or through phone call.

9.2 EQICK shall, upon receiving the booking request from the User and confirmation from the Driver in the manner set out above, proceed to communicate the confirmation or non-acceptance of the booking based on the availability of the Vehicle at the pickup time, which shall be informed to the User vide an SMS or email or notification on the Application. In the event the booking is confirmed, the User shall check the booking details including but not limited to pick up time and pick up place, and if there is any incorrect detail, the same needs to be informed to EQICK immediately by calling on call centre on this number – +91 963 963 0964.

9.3 The User shall bear the consequences and damages for any delay that may be caused to the User due to the User's failure to provide the correct pick-up details and time or to check the confirmation SMS or email or failure to inform EQICK of the incorrect details immediately.

10. PAYMENT

10.1 The User will be charged the Total Ride Fee by EQICK in respect of each Ride towards the transportation services and the Services availed by the User through the Electronic Media. The User expressly acknowledges that the Total Ride Fee indicated on the platform at the time of booking is indicative only and may vary at the time of payment and ending of the Ride based on the actual trip undertaken (i.e exact kilometres travelled, time taken to arrive at the location, change of location during the trip etc.) or such fee may change due to any exigencies in certain specific geographical areas (like curfews, road closures etc.), or due to the User opting for additional services; and the User will be liable to pay the actual Total Ride Fee as calculated and appearing on the Electronic Media at the end of each trip/Ride or as may be notified to the User through EQICK's call centres if the booking is made through a call. EQICK will use reasonable efforts to inform you of the charges that may apply, provided that you will be responsible for any such charges incurred under your Account regardless of your awareness of such charges or the amounts thereof.

10.2 In addition to the above, User will be charged with a Location Fee charged for fees attributable to any toll duty, inter-state taxes, airport charges or any other charge/fee imposed by the governmental instrumentalities or any third party with regard to operation of the Vehicle at specific locations. The User acknowledges that the Additional Fee may be revised at the sole and absolute discretion of EQICK and such revised fee will be notified on the Electronic Media from time to time on the mode of booking by the User from time to time.

10.3 Further, the User shall be required to pay Cancellation Fee in case of a cancellation of the Ride in accordance with the terms of Clause 11 (Cancellation Policy).

10.4 Upon the User opting for payment by cash option at the time of the booking, the Total Ride Fee will be collected by the Driver from the User at the end of the Ride.

10.5 EQICK shall provide a receipt and acknowledgement in respect of the Ride for the Total Ride Fee payable by the User at the end of the Ride and the User may raise a request for a copy of the invoices from the support page on the Electronic Media.

10.6 EQICK or Third-Party Providers reserve the right to charge you any reasonable costs required to clean or repair the Vehicle attributable to you during a Ride and EQICK will collect payment for such costs as the agent of the Third-Party Providers. You shall be responsible for such cost of repair for damage to, or necessary cleaning of, the Vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("**Repair or Cleaning**"). In the event that a Third-Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by EQICK in EQICK's reasonable discretion, EQICK reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning to be paid by the User using the payment method designated in the User's Account.

10.7 This payment structure is intended to fully compensate the Third-Party Provider for the Services or goods provided. EQICK does not designate any portion of your payment as a tip or gratuity to the Third-Party Provider. Any representation by EQICK (on the Website, in the Application, or in EQICK's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that EQICK provides any additional amounts, beyond those described above, to the Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received Services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third-Party Provider.

10.8 The User shall choose to pay for the Total Ride Fee (whether in whole or in part) by either of the following four methods:

10.8.1 Cash payment: Cash payment towards the Total Ride Fee after the completion of Ride can be made to the Driver. In addition, the Location Fee and/or the Additional Fee may also be paid by the User in cash, in which event the same will not be calculated while charging the Total Ride Fee.

10.8.2 E-Wallet payment: EQICK offers Users the facility of making an online payment through an E-Wallet as per clause 3.9, powered by a third-party payment processor ("**Payment Processor**"). The processing of payments, in connection with Users use of the E-Wallet will be subject to the terms, conditions, and privacy policies of the Payment Processor that EQICK engages for this purpose. EQICK will not be

responsible for any errors by the Payment Processor in any manner. The money added to EQICK Wallet is strictly non-refundable and holds no expiry date.

10.8.3 Credit Card/ Debit Card/ Net Banking Payment: The User shall have the facility of making a payment online for the Total Ride Fee as maybe charged by EQICK for the Ride undertaken by the User. The Total Ride Fee in this regard may be paid by using the services of an entity providing a payment gateway/processor services ("**Payment Gateway**"), authorized by EQICK. Such Payment Gateway may either be EQICK or any of its affiliates or partners or unrelated third parties. The User hereby agrees and undertakes to share relevant payment details including their credit/debit card details ("**Card Details**") with the Payment Gateway for the successful completion of payment towards the Total Ride Fee to EQICK Application and authorize the Payment Gateway to complete such transaction(s). In this respect, it is clarified that all Payment Gateways whose services are utilized for the purposes of the Website and/or Application and/or services shall be PCI-DSS (Payment Card Industry – Data Security Standard) compliant. The User's authorization permits the Payment Gateway to debit or credit the bank account associated with the User's payment details. User's authorization further permits the Payment Gateway to use User's Card Details for the processing of transactions initiated by the User at any of EQICK's affiliates. The User shall have the option to save the Card details or bank details for ease of payment in the next trip or Ride through EQICK as User's authorization, as long as the User maintains an Account with EQICK on their Application. In the event the User deletes his/her Card Details with the Payment Gateway or if the User deletes the Account, the Payment Gateway will not process any further transactions initiated by the User at the Website or Application and at the sites of any of EQICK's affiliates. User's authorization under this clause is subject to any other terms and conditions of the Payment Gateway.

10.9 Any payment related issue, except when such issue is due to an error or fault in the Application and/or Website, shall be resolved between the User and the Payment Processor/Payment Gateway. EQICK shall not be responsible for any unauthorized use of the User's E-Wallet/ Credit Card/ Debit Card/ Net Banking Payment during or after availing the Services on the Application and/or Website.

10.10 If the Company has a reason to believe that any payment instructions made on the User's Account have been fraudulently made, the Company will suspend and deny the User any access to his/her Account in order to investigate and report the suspicious activity. Such suspension will continue in effect till the conclusion of the investigation.

10.11 You understand that use of the Services may result in charges to you for the services or goods you receive from a Third-Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, EQICK will facilitate your payment of the applicable Charges on behalf of the Third-Party Provider as such Third-Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by

you to the Third-Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by EQICK. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you receive such services or goods. EQICK will respond accordingly to any request from a Third-Party Provider to modify the Charges for a particular service or good.

10.12 All Charges are due immediately and payment will be facilitated by EQICK using the preferred payment method designated in your Account, after which EQICK will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that EQICK may, as the Third-Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

10.13 As between you and EQICK, EQICK reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in EQICK's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. EQICK will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. EQICK may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third-Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

10.14 This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, EQICK does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by EQICK (on EQICK's website, in the Application, or in EQICK's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that EQICK provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

10.15 Repair or Cleaning Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal “wear and tear” damages and necessary cleaning (“Repair or Cleaning”). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by EQICK in EQICK’s reasonable discretion, EQICK reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by EQICK to the applicable Third Party Provider and are non-refundable.

10.16 Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EQICK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, EQICK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EQICK DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

EQICK SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF EQICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EQICK SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF EQICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EQICK SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND EQICK’S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL EQICK’S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

EQICK'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT EQICK HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold EQICK and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) EQICK's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

11. CANCELLATION AND WAITING FEE POLICY

11.1 The User hereby agrees and acknowledges that the User may cancel the request for a Vehicle from a Driver at any point of time subject to a Cancellation Fee charged by EQICK, in accordance with EQICK's Cancellation & Waiting Policy, in the manner as described below:

11.1.1 For the purpose of Vehicles requested and/or scheduled by the Users through the Application or on the call directly through the operators at EQICK, the Cancellation Fee will be charged in the following manner:

(a) If the User cancels after the Vehicle is allotted; or

(b) If the Driver assigned to the User, waits for more than a pre-decided time at the User's location after the scheduled slot.

Notwithstanding the foregoing, if the Driver has delayed reaching the User's location by more than even 1 (One) minute to pick the User, the User will not be charged any Cancellation Fee for such Ride.

11.2 The User shall be notified regarding the applicable Cancellation Fee in advance whenever the User attempts to cancel a booking/service request with EQICK. The notification regarding the same shall be on the Application and/or the Website.

11.3 EQICK shall provide a receipt of the Cancellation Fee, if any, payable by the User for every cancellation in terms of the clauses above for such cancellations. The User may raise a request for a copy of the invoices regarding such cancellation from the support page on the Electronic Media.

11.4 The Cancellation Fee shall be due and payable by the User at the time of cancellation which may be recovered from the User immediately at the time of Cancellation or at the completion of the User's subsequent Ride.

11.5 A nominal Waiting Fee shall get added to the fare of the ride in case the driver waits at the rider's pickup location and/or intermediate stops for more than a pre-decided time, in accordance with EQICK's Cancellation and Waiting Policy.

12. REFUNDS

12.1 In the even the User is of the view that he/she has been over charged in respect of any particular Ride by the Driver, then he/she may raise a refund request on the Electronic Media. Where the Company determines that a refund request is valid, it shall make reasonable efforts to grant the refund request and return the requisite funds to the respective source of payment. In the event that the User desires a refund on any amount that has been debited from the User's account either through third party wallet or EQICK Wallet or through the saved credit card/debit card/ net banking and the same was not authorised by the User, the User shall be required to email support@eqick.in or contact EQICK on +91 963 963 0964 and make a refund request clearly explaining the circumstances of the User's refund request.

12.2 In case User has erroneously paid an amount in excess of the applicable Total Ride Fee through the payment methods made available on the platform, which was not required to be transferred, after assessing the validity of the written request from the User, EQICK shall process to credit the funds to the same source from where these were received.

12.3 The Company will make reasonable efforts to respond to the User's refund request at the earliest. Please note that EQICK will not be responsible for delays, which may be caused by any third parties such as banks, Payment Processors, Payment Gateways and third party -merchants, on whom EQICK relies on while processing refund request or any delay caused in case of any force majeure events which are beyond EQICK's reasonable control. Therefore, EQICK shall bear no liability for the processing of the refund requests.

13. DISCLAIMERS, WAIVER AND RELEASE

13.1 Except for EQICK's limited role in processing payments that User's authorize or initiate, EQICK is not involved in any underlying transaction between the User, Third Party Provider, any other customer, merchant, bank, Payment processor, Payment Gateway or other third party.

13.2 EQICK shall not be liable for the quality, safety, reliability, legality, delivery or any other aspect of any goods or service that User may purchase through any Third-Party Advertisers. The User's use of the service is at his/her sole risk.

13.3 The service is provided on an "as is" and "as available" basis. EQICK disclaims all warranties of any kind whether express or implied including without limitation, any representation or warranty 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, EQICK does not warrant that:

13.3.1 This Website and Application will be constantly available, or available at all; or

13.3.2 This Website: information, content, materials, product (including software) or Services included on or otherwise made available to the User through the Website; their servers; or electronic communication sent from EQICK are free of viruses or other harmful components; and

13.3.3 Nothing on the Website will constitute, or is meant to constitute, advice of any kind.

13.4 EQICK makes no express or implied representations or warranties about its Services or the Website and Application and disclaim any implied warranties, including, but not limited to, warranties or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. EQICK do not authorize anyone to make a warranty on EQICK's behalf and User may not rely on any statement of warranty as a warranty by EQICK.

13.5 EQICK 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 the User's use or non-use of the Service or the Electronic Media, or User's reliance upon the Service or the information contained upon the Electronic Media (whether arising from EQICK or any other person's negligence or otherwise).

13.6 The User furthermore acknowledges and accepts that EQICK may not encrypt any content or communications from and to our Electronic Media.

13.7 THE EXCHANGE OF INFORMATION, PROVISION/AVAILING OF SERVICES, TRANSACTION BY AND BETWEEN THE THIRD PARTY PROVIDER AND USER IS DONE AT YOUR SOLE RISK, AND HENCE YOU AGREE THAT THE COMPANY SHALL BE IN NO EVENT LIABLE FOR ANY INJURY, LOSSES, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH THE AFORESAID.

13.8 THE USER SHALL NOT HAVE ANY PLEA, CLAIM OR DEMAND AGAINST THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS ETC. IN RESPECT OF ANY EXCHANGE OF INFORMATION, PROVISION/AVAILING OF SERVICES, TRANSACTION BY AND BETWEEN THE THIRD-PARTY PROVIDER AND USER. THE COMPANY WILL NOT BE DEEMED THE PROVIDER OR RECIPIENT OF ANY SERVICES ACQUIRED THROUGH BY A USER THROUGH THE ELECTRONIC MEDIA OR PURSUANT TO REGISTRATION OF A PERSON AS A USER WITH THE COMPANY AND THE ELECTRONIC MEDIA.

13.9 IN THE EVENT OF A DISPUTE BETWEEN THE THIRD PARTY PROVIDER AND THE USER REGARDING ANY TRANSACTION CONDUCTED VIA THE ELECTRONIC MEDIA, BOTH THE USERS HEREBY RELIEVES THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS FROM ALL MANNER OF ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LOSSES (DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT

LIMITATION, COURT COSTS AND ATTORNEYS' FEES, WHICH A USER MAY HAVE AGAINST THE OTHER.

13.10 THE USERS EXPRESSLY UNDERSTANDS AND AGREES THAT THE COMPANY DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION BROUGHT BY THE USER OR ANY THIRD PARTY IN RELATION TO ANY USE OF/AVAILING OF THE SERVICES OFFERED/PROVIDED BY THE THIRD-PARTY PROVIDER; AND THE THIRD-PARTY PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS IN CONNECTION WITH ANY SUCH CLAIM.

13.11 THE USERS EXPRESSLY UNDERSTANDS AND AGREES THAT THE COMPANY DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION BROUGHT BY A THIRD-PARTY PROVIDER IN CONNECTION WITH PAYMENT FOR SERVICES BY THE USER AND THE USER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY HARMLESS IN CONNECTION WITH ANY SUCH CLAIM.

13.12 THE AFORESAID, DISCLAIMERS, WAIVERS, RELEASES, LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION OR THE LIABILITY ARISES IN LAWS, CONTRACT, TORT OR OTHERWISE.

14. ADVERTISEMENT AND LINKS

14.1 EQICK may facilitate and allow third party advertisers ("Third- Party Advertisers") to place advertisements on the Electronic Media or through physical presence by placing tags, stickers, pamphlets, articles, promotional offers etc. as may be placed in the Vehicle(s). EQICK has guidelines and policies to be followed by such Third-Party Advertisers for placing such advertisements (the "**Advertising Policy**").

14.2 EQICK distinguishes between the content posted by it and the content that is created or provided by one of the Third-Party Advertisers. The advertisements will be labelled as from EQICK's advertisers, or advertisement. The content posted is not reviewed by EQICK, but it shall be subject to the Advertising Policy.

14.3 Please note that We do not verify any content or information provided by the Third Party Advertisers on the Electronic Media and to the fullest extent permitted by Applicable Law(s), disclaim all liability arising out of Third Party Advertisers' use or reliance upon the Electronic Media or the Vehicle, availing the Services, content posted by Third Party Advertisers, representations and warranties made by the Third Party Advertisers on the Electronic Media or towards the Vehicle or any loss arising out of the manner in which the Services have been availed by the Users.

14.4 The Electronic Media may be linked to the website of third parties, affiliates and business partners. By clicking on the advertisements by Third Party Advertisers, the User may be redirected to a website or other electronic platform of any Third-Party Advertisers or receive other messages, information or offers from such Third-Party Advertisers. We have no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Electronic Media. Inclusion of any link on the Electronic Media does not imply that we endorse the linked website. The User is wholly liable for all communications and transactions with such Third-Party Advertisers. The User acknowledges and agrees

that the Company is not liable or responsible for the content, products or services of such advertisers or the websites, links, information, messages, offers or privacy practices of such Third-Party Advertisers.

14.5 The User understands that advertising plays an important role in the provision of this Service, and that we will display advertisements and other information adjacent to or as part of the Services, which the User may use. EQICK may periodically send promotional emails, SMSs or push notifications to the User about Services offered by its advertisers and ourselves.

14.6 Wherever EQICK publishes or provides content or advertisements as part of a Service we do not: warrant or represent that the content or advertisements are suitable, accurate, correct, complete, reliable, appropriate, or lawful; or endorse the content or advertisements; and the User will obtain independent professional advice at User's own cost before taking any action based upon such content or advertisements.

14.7 User's correspondence or dealings with, or participation in promotions of Third-Party Advertisers found on or through the Electronic Media and/or Vehicle, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such Third-Party Advertiser. User agrees that EQICK shall not be liable for any loss or damage of any nature incurred as the result of any such interactions, or as the result of the presence of such Third-Party Advertisers on EQICK's Electronic Media and/or Vehicle.

14.8 In many cases, EQICK provides services of third parties, or its Services in conjunction with that of third parties. In those cases, the following conditions apply: EQICK provides such services subject to the terms, conditions and limitations imposed by those third parties. If those third parties change, suspend or stop providing such services, EQICK may similarly change, suspend or stop providing the Services to the User without notice. EQICK may nevertheless endeavour to provide such a service in another way or by using another third party. User's authorize EQICK to provide any of User's Personal Information (as defined in EQICK's Privacy Policy) to those third parties to the extent that it may be necessary to enable the third parties and ourselves to provide the services to the User. To the extent that there is a conflict between the third party's Terms and Conditions and these Terms of Use, these Terms of Use will prevail.

14.9 When the User acquires goods, software's, or any other services from a third party through any of EQICK's Electronic Media, User understands and agrees that: EQICK is not a party to the contract between User and the third party; EQICK is under no obligation to monitor the third party service used by the User; the third party will be responsible for all obligations under the contract including (without limitation) warranties or guarantees; User will evaluate the product, software or service and the applicable terms and conditions before acquiring the product, software or service; and User will indemnify EQICK against any damages, howsoever arising from your acquisition and use of the goods, software or service.

14.10 EQICK also reserves the right to reject or refuse any third-party service used by the User in conjunction with EQICK's Electronic Media.

15. CUSTOMER RELATIONSHIP MANAGEMENT

15.1 All issues, opinions, suggestions, questions, and feedback while availing EQICK's Services shall be communicated to us through the following email address support@EQICK-smat.com. In case of a Ride booked on the Application, User shall be required to rate the Driver after completion of the Ride. User hereby agrees to be fair, accurate and non-disparaging while leaving comments, feedbacks, testimonials, or reviews on or about the Rides or Services.

15.2 Reporting of any issue needs to be within 7 (seven) days of the happening of the issue, failing which, such issue will not be addressed. The User agrees and acknowledges that any and all issues/complaints/grievance a User has, must be communicated to EQICK only through the Electronic Media or to consumer helpdesk or grievance offices as stipulated in these Terms of Use of the Electronic Media and not on any other third-party platform/ social media channels.

15.3 The User shall be responsible and liable in respect of the wrongful allegation made and any issues posted on such other third-party platforms/social media. EQICK takes no liability for inability to get back or respond to any complaints made or content posted by the User about the Driver or EQICK on other channels.

15.4 EQICK shall endeavour to respond to User's issues within 2 (two) working days of User's reporting the same and endeavour to resolve it at the earliest possible. It is hereby clarified those issues are resolved on severity basis, and certain may be resolved earlier than the other. However, EQICK shall not be liable for any damages or losses in the event the User is not satisfied with any such resolution.

16. INDEMNIFICATION

In addition and not in derogation of the specific indemnities provided by you to the Company under these Terms of Use and/or Company Policies, you agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, consultants, representatives, shareholders, contractors, users, and agents etc. ("**Indemnified Parties**") against any/all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising out of or in connection with any claim, suit, action, or other proceeding brought against Indemnified Parties, to the extent such Losses are based on or arising out of or in connection with: (a) any breach or non-performance or non-compliance of any of the Terms of Use and/ or other terms and conditions of Platform with respect to use and access of the Platform and/or availing Services on/through the Platform and/ or purchase of the product or services of Third Party Advertisers; (b) for truthfulness and correctness of the information provided by the User at the time of registration and/ or availing the Services; (c) any claim which the Driver/Third Party Providers may have with respect to interaction, communication, dealing, dispute, and transaction between the

Driver/Third Party providers and the User; (d) any content posted by the User on the Platform and User's use of the Services available on or through the Platform; (e) any claim of third party due to, or arising out of, or in connection with, your use of the Platform and/ or availing of Services by the User; (f) breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property right) by you.

17. LIABILITY

17.1 The information, recommendations and/or Services provided to the User on or through the Electronic Media, the Application and EQICK's call centre are for general information purposes only and does not constitute advice. EQICK will reasonably keep the Electronic Media and its contents correct and up to date but does not guarantee that (the contents of) the Electronic Media is free of errors, defects, malware, and viruses or that the same is correct, up to date and accurate.

17.2 EQICK shall not be liable for User missing trains/flights/events or delays etc as the Service is dependent on many factors not in EQICK's control. User must book the Ride after taking into account the check-in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, car breakdowns and other unexpected delays.

17.3 In the event, there is a delay by the Vehicle in reaching the pickup location beyond 10 (Ten) minutes of the pickup time, EQICK shall only endeavour to get the User in touch with the Driver assigned for the Ride.

17.4 EQICK shall not be liable for any damages resulting from the use of or inability to use the Electronic Media, including damages caused by wrong usage of the Electronic Media, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the information or the or Application.

17.5 The User shall take full responsibility of his/her items and luggage. In case of lost items inside the Vehicle during the journey, EQICK will try to locate the items on a "best-effort" basis but is not responsible for the same in case of loss or damage to the same. If the User leaves any goods in the Vehicle or have any complaint in respect of the Services or the use of the Vehicle, User shall have to inform EQICK of the same in writing within 24 (twenty-four) hours of using the Vehicle or the Services of EQICK. In the event it is found, User shall be informed about the EQICK office from where the User can collect it after 3 (three) working days from the date User was informed. EQICK however shall not be responsible for delivering the same back to the User. If requested, EQICK may deliver the misplaced item/s back to the User after 3 (three) working days from the date User was informed, subject to the place of delivery being within twenty (20) kms from the EQICK office. EQICK shall charge the User a flat fee of Rs 500 for such delivery.

17.6 EQICK does not assure a complete sustainability of its Service and shall not be held responsible or liable for the same, in any manner.

17.7 EQICK shall not be responsible for any loss of communication / information of status update and benefits under the program. All this information will be sent on

mobile number and/or email ID registered with EQICK. EQICK will not be responsible for appropriateness of mobile or email or any other communication medium. The User shall be responsible for immediately reporting the errors, if any, occurred in the information sent to the User regarding booking confirmation.

17.8 IN NO EVENT SHALL EQICK BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EQICK HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

17.9 IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EQICK'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF Rs. 1000/- (Rupees One Thousand only).

17.10 If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability, the scope and duration of such warranty exclusions and the extent of the liability of EQICK shall be the minimum permitted under Applicable Law.

18. INTELLECTUAL PROPERTY OWNERSHIP

18.1 EQICK alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Electronic Media and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations; text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or other information provided by the User or any other party relating to the Electronic Media or the Service.

18.2 Third party trademarks may appear on this Electronic Media and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, User needs to get permission directly from the owner of the intellectual property for any use.

18.3 These Terms of Use do not constitute a sale and do not convey to the User any rights of ownership in or related to the Electronic Media or the Service, or any intellectual property rights owned by EQICK. The User 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 Electronic Media.

18.4 The User may use information on the Electronic Media purposely made available by EQICK for downloading from the Electronic Media, provided that the User:

18.4.1 does not remove any proprietary notice language in all copies of such documents and make no modifications to the information;

18.4.2 use such information only for User's personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or

18.4.3 does not make any additional representations or warranties relating to such information.

19. SUSPENSION AND TERMINATION

19.1 You agree that the Company, in its sole discretion and for any or no reason, may terminate the account (or any part thereof) you may have with the Company or use of the Electronic Media and remove and discard all or any part of your account or any content uploaded by you, at any time. The Company may also in its sole discretion and at any time discontinue providing access to the Electronic Media, or any part thereof, with or without notice. You agree that any termination of your access to the Electronic Media or any account you may have or portion thereof, may be effected without prior notice, and you agree that the Company will not be liable to you or any third party for any such termination.

19.2 In addition to the reasons and the grounds of termination expressly provided for in these Terms of Use above, the Company, in its sole discretion, reserves the right to terminate any account (or any part thereof) or deny access to any account or use of the Service or remove and discard any content within the Service, for any reason, including, without limitation:

19.2.1 registration of any account using false or misleading information; or

19.2.2 violation or inconsistent acts with the letter or spirit of the Terms of Use; or

19.2.3 violation of any Applicable Laws.

19.3 You acknowledge and agree that the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the Company shall not be liable to you or any third-party for any termination of your account or denial of access to the Service. In the event of termination of your account by the Company due to any of the aforementioned reasons, the Company shall have the sole discretion to terminate or cancel any of your past acts without any liability to the Company.

19.4 The Company does not permit copyright infringing activities on the Electronic Media and reserves the right to terminate access to the Electronic Media and remove all content submitted by any persons who are found to be infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Electronic Media may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have under law, contract and/or equity.

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to EQICK's designated agent. Please visit EQICK's web page at www.eqick.in for the designated address and additional information.

19.5 You may, by giving a written notice to us at the following link support@eqick.in, terminate or deactivate your account at any time and/or remove any data or files uploaded by you on the account or request us to do the same. Provided that such

deactivation or termination either by you or by us will not prejudice any of your past lawful acts on the Electronic Media.

19.6 Unless terminated in accordance with this Clause, the agreement between EQICK and the User is perpetual in nature upon downloading the Application and for each Ride booked through the Website or Application or through call centre.

19.7 The User is entitled to terminate the agreement at all times by deletion of the User Account, thus disabling the use by the User of the Electronic Media. The User can close the User Account at any time by following the instructions on the Electronic Media.

19.8 Termination of this agreement will not prejudice accrued rights of either EQICK or User.

20. APPLICABLE LAW AND DISPUTE RESOLUTION

20.1 These Terms of Use are subject to the laws of India.

20.2 All disputes arising out of or in connection with the Terms of Use shall be attempted to be settled through negotiation between senior management of the Company and the User. If any dispute arising between the parties is not amicably settled within reasonable period of sixty (60) days of the initiation of the aforesaid dispute resolution mechanisms, then, the same shall be resolved by arbitration in accordance with the provisions of the Rules of Arbitration of the Indian Council of Arbitration for the time being in force, which rules shall be deemed to be incorporated by reference in this Clause 20. The dispute shall be referred to one (1) arbitrator to be appointed/ nominated by the Company. The place of arbitration shall be Pune. The language of the arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable and may be used as a basis for judgment thereon in India or elsewhere. The Company and the User will bear its own costs of the arbitration.

21. GENERAL

21.1 We are not liable for any infringement of copyright, trademark, patterns and/or any intellectual or proprietary rights of any third party, arising out of contents and/or materials posted on or transmitted through the Electronic Media or items advertised thereon.

21.2 We shall have no liability to you for any failure and/or delay in performance of Services or any interruption or delay, to access the Electronic Media, if that failure and/or delay is due to reasons or circumstances beyond our reasonable control (and the time for performance of the same shall be and is extended accordingly). However, if we decide to grant you an indulgence on the performance of any obligation under these Terms of Use, such indulgence shall not constitute waiver of any of our rights.

21.3 These Terms of Use and the Company Policies incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

21.4 The rights and obligations under the Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms of Use.

21.5 If any provision of the Terms of Use becomes or is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of the Terms of Use, which shall remain in full force and effect.

21.6 No representation of our employees, officers or agents or those contained and advertised on the Website or the Electronic Media shall represent an addition or amendment to these Terms of Use unless the same has been set out in writing and signed by one of our directors.

21.7 You agree not to assign, transfer or novate your rights or obligations under these Terms of Use, without our prior written consent, if applicable.

21.8 The laws of India will govern these Terms of Use. By accepting to these Terms of Use you agree to irrevocably submit to the exclusive jurisdiction of the courts at New Delhi in respect of any disputes, acts, matters or controversies arising as a result of breach of these Terms of Use those relating to the validity, enforcement and/or interpretation of the terms of these Terms of Use.

21.9 Failure on our part to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

21.10 No partnership, joint venture or relationship of employee/employer or franchisor/franchisee arises between you and us by reason of these Terms of Use.

21.11 In our discretion we may serve any notice or communication on you by email, fax or mail. In the case of notices sent by (a) fax, you will be deemed served at the time and date of dispatch and receipt of confirmation regarding successful transmission of the fax; (b) email, you will be deemed served at the time and date of receipt of such email by you; and (c) mail, you will be deemed served 5 (five) business days after dispatch of the same.

21.12 No person other than you has any rights under these Terms of Use and cannot enforce these Terms of Use.

21.13 As part of the registration process you agree to receive such marketing and promotional materials via mail, SMS, email and/or fax as we may deem appropriate to send you in connection with our Website and Services. For further details relating to the same, please refer to our Privacy Policy.

21.14 The invalidity of any term of these Terms of Use shall not affect the validity of the other provisions of these Terms of Use. If and to the extent that any provision of these Terms of Use is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these Terms of Use

21.15 EQICK may give notice by means of a general notice on the Service or Electronic Media, or by electronic mail to User's email address or a message on User's registered mobile number, or by written communication sent by regular mail to User's address on record in EQICK's account information.

21.16 The User may contact EQICK by electronic mail to the compliance/ Grievance Officer at the email address support@eqick.in.

21.17 EQICK shall not be liable for any failure to perform any obligations under these Terms of Use, 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.

21.18 You may not assign or transfer these Terms in whole or in part without EQICK's prior written approval. You give your approval to EQICK for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of EQICK's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, EQICK or any Third Party Provider as a result of the contract between you and EQICK or use of the Services.

21.19 If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

22. GRIEVANCE OFFICER

Any complaints, abuse or concerns with regards to content and or comment or breach of these Terms of Use shall be immediately informed to Mr. Punit K. Goyal ("**Grievance Officer**") through email at support@eqick.in with the electronic signature or in writing at the following address to:

Attn: Mr. Laxmiraman Soni

Designation: Grievance Officer, Green EQICK Services Private Limited

Corporate Address: H. No. W. No. 19, Gokul Near Parikh Petrol Pump, Ichalkaranji, 416 115 Maharashtra, India

23. Notice.

EQICK may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to EQICK by written communication to EQICK's address at H. No. W. No. 19, Gokul Near Parikh Petrol Pump, Ichalkaranji, 416 115 Maharashtra, India.

CANCELLATION AND WAITING POLICY

Cancellations

Cancellations can be frustrating for riders and driver partners alike. In order to ensure that driver partners are fairly compensated for their time when committing to a trip, we have ensured that a cancellation fee is in place.

When will a cancellation fee be charged?

A cancellation fee of ₹30 is charged for:

- Cancelling after the driver is assigned
If you cancel after a driver is assigned (assignment happens max. 45 mins before scheduled ride time), you will be charged the cancellation fee.
- Cancellation due to no show
If the driver's wait time exceeds 20 minutes at pickup location, you're marked a no-show and charged the cancellation fee.

How can you clear your cancellation fee?

The cancellation fee for a cancelled trip would appear as a pending payment to be cleared before you book your next trip. While booking a new ride, we provide you with an option to add the pending payment to their current ride fare and continue with the booking experience without much hindrance.

What can you do if you were charged a cancellation fee unfairly?

If you feel that you have been charged a cancellation fee unfairly and due to factors beyond your control like the driver cancelling the trip or if you're unable to connect to the driver, you could raise a concern to our support team by following these simple steps:

- Go to My Rides > Past section from the side navigation bar
- Select the specific trip you want to raise an issue for
- Select 'Review my cancellation fee' option
- Submit details related to your case in the text box provided

Sit back and relax, our support team will reach out to you if any questions arise. You'd be notified about the progress of your query via in-app and email notifications. Alternatively, you can check the status under the 'Review my cancellation fee' section for the concerned trip.

To avoid cancelling your ride, ensure before requesting

- Your pickup location is correct
Always double-check your pickup location on the map before hitting the 'Confirm' button. Pinning your location accurately will save time for both you and your driver.
- You're ready for your ride

We notify you when your driver is en-route. Our driver partners do their best to arrive at the pickup location a few minutes before the scheduled time, be ready to hop on to your ride when it arrives.

Waiting Fee

Our driver-partners make every effort to arrive at your pickup location before the scheduled time. As a rider, it's a good practice to be on time for a scheduled trip. Moreover, an efficient dispatch enables us to give you a more cost-efficient & reliable ride. Towards this effort, riders will be charged a nominal waiting fee of ₹3/min when the driver's wait time, at pickup location exceeds 10 minutes, or, at an intermediate stop (of a multi-stop ride) exceeds 2 minutes.

How it works:

- Your driver-partner arrives at the pickup location. Once there, a push notification is sent to you communicating his / her arrival.
- The driver-partner will wait for 10 minutes from the original scheduled pickup time.
- If the ride doesn't start within 10 minutes, waiting fee charges will kick in.

For multi-stop rides:

- You arrive at an intermediate stop. Once there, a push notification is sent to you communicating your arrival and requesting you to be back within 2 minutes.
- The driver-partner will wait for 2 minutes after arrival.
- If the ride is not resumed within 2 minutes, waiting fee charges will start kicking in and continue until your ride is resumed.
- If after a total wait time of 15 minutes, the ride is not resumed, the driver-partner will call you to confirm if you are coming back and subsequently end the trip if required. Your waiting charges are incurred until the driver-partner ends the trip.

TERMS AND CONDITIONS FOR THE ACQUISITION, MAINTENANCE, AND USE OF EQICK ELECTRONIC CREDITS ("E-WALLET")

1. CONTRACTUAL RELATIONSHIP

This agreement ("Agreement") is entered into between Green e-EQICK Services Private Limited ("e-EQICK"), a private legal entity established in India, having registered office at H. No. W. No. 19, Gokul Near Parikh Petrol Pump, Ichalkaranji, 416115 Maharashtra, India and the buyer and / or user of EQICK Payment Gateways ("You").

By using EQICK Payment Gateways (as defined below), you accept the terms of this Agreement, which sets forth the general conditions applicable to use of EQICK Payment Gateway. Please be aware that by joining this Agreement, You are agreeing and agreeing to comply with all rules set forth herein, as well as with the rules set forth in the EQICK User Terms and Conditions.

2. THE SERVICES

The services provided by EQICK concern: (i) providing EQICK Payment Gateways to You to be used in accordance with the terms of this Agreement; (ii) the maintenance of the EQICK Payment Gateway; and (iii) the use of EQICK Payment Gateways in payment transactions in the EQICK applications.

For the purposes of this Agreement, the term "EQICK Payment Gateways" means: (i) a platform offered by EQICK to You to make payments online/offline for the services availed by you offered by EQICK. EQICK Payment Gateways are personal and non-transferable, so that they cannot, in any case, be assigned or transferred to third parties.

3. CONDITIONS OF USE

To carry out payment transactions with EQICK Payment Gateways You must (i) be more than 18 (eighteen) years of age; (ii) accept EQICK's User Terms and Conditions; and (iii) maintain an active and valid EQICK User Account in accordance with EQICK User Terms and Conditions. You agree that, EQICK will create, at no additional cost, a EQICK Payment Gateways account linked to your EQICK User Account, which will record all Payment that You make ("EQICK Payment Gateways Account"). EQICK Payment Gateways can only be used through the EQICK application.

4. MODIFICATIONS TO THE SERVICES

EQICK reserves the right to modify the terms and conditions of this Agreement, at any time, by giving notice to You, thirty (30) days in advance. These modifications may

relate, inter alia (i) to the scope of services for which EQICK Payment Gateways may be used; or (iii) the means of payment.

EQICK may also modify the EQICK User Terms and Conditions at any time by giving You thirty (30) days' notice. The most current version of the Agreement will be available at the website of EQICK and will supersede all prior versions of the Agreement. The most up-to-date version of the Agreement becomes effective as of the time it is published. By using EQICK Payment Gateways after you change this Agreement, you are accepting and agreeing to all terms and conditions of the updated Agreement.

6. TERMINATION

This Agreement may be terminated in the following cases by EQICK: (i) at any time, by written notice to You, thirty (30) days in advance, without the need for a reason; or (ii) immediately if You use the EQICK application, in violation of the provisions of this Agreement or the EQICK User Terms and Conditions; or (iii) if You disrespect, in any way, intellectual property owned by EQICK.

7. GENERAL PROVISIONS

If any term of this Agreement is held to be invalid, void or for any reason unenforceable, such term shall be considered in isolation and shall not affect the validity and / or enforceability of the other terms of this Agreement.

This Agreement shall be governed by and construed exclusively in accordance with Indian law. Any claims, conflicts or controversies arising out of or relating to this agreement, including validity, interpretation, or enforceability, will be settled exclusively by the courts of the jurisdiction as decided by EQICK.

For customer service, please visit www.eqick.in .

EQICK Cash Purchase Agreement

By using EQICK Cash, you accept the following terms and conditions:

This EQICK Cash Purchase Agreement (" **Agreement** ") is between and among Green EQICK Services Private Limited ("EQICK"), the purchaser and / or redeemer of EQICK Cash ("you"), as amended herein.

"EQICK Cash" means: (i) a load amount value in the form of an EQICK Cash ("Wallet") issued directly to you by EQICK, and (ii) in some but not necessarily all cases, supplemental or "bonus Value provided to you as a promotion by EQICK or other platforms. The portion for usage of Wallet is subject to the full terms and conditions of the EQICK Gift Card.

You must have an active and valid EQICK account to purchase and redeem EQICK Cash, and your use of EQICK Cash is subject to the EQICK Terms of Use. EQICK may from time-to-time request information from you to confirm your identity before it will allow you to use your EQICK Cash or remitting any amounts to you in order to comply with relevant anti-money laundering laws. EQICK may delay your access to the EQICK Cash, services, and remittance of funds until you comply with this information request. EQICK Cash can only be redeemed via the EQICK app and used within the India where EQICK, as applicable, are available. EQICK Cash cannot be used with family profiles or university campus cards. EQICK reserves the right to modify the scope of services for which EQICK Cash can be redeemed. EQICK Cash may not be redeemed outside India.

You may be required to add a secondary payment method to use EQICK Cash with the EQICK app. EQICK Cash will be set as your default payment method. If you wish to use another payment method, go to the 'Payment' section in the EQICK app and select the payment method before the EQICK service is provided.

No fees apply to any portion of EQICK Cash, and EQICK Cash value never expires (no validity if added through different payment gateway made available by EQICK in EQICK-app).

EQICK offers the opportunity to auto-refill your EQICK Cash. You may opt to have your payment method automatically charged when your EQICK Cash balance is running low. With auto-refill your card will be charged the amount you selected every time your EQICK Cash drops below Rs. 50. You will continue to get a bonus issued by EQICK, provided that EQICK reserves the right to modify at its sole discretion the amount of supplemental or "bonus" value portion of EQICK Cash provided to you by EQICK at each auto-refill , or expire EQICK Cash, subject to applicable law and provided that a lowering of the amount of promotional value you receive upon auto-refill will be accompanied by notice to you and an opportunity to turn off the auto-refill feature. Purchases of EQICK Cash via auto-refill, and associated charges to your payment method, are not refundable or revocable except where required by law. You can choose to turn off the auto-refill feature any time before the next charge from the app menu, but the auto-refill charge amount you selected will continue unless and until you elect to turn them off.

No portion of EQICK Cash is refundable, redeemable for cash except where required by law. EQICK is not responsible for the continued use of EQICK Cash. EQICK reserves the right to suspend or void their respective portions of EQICK Cash if EQICK suspects that the EQICK Cash was obtained fraudulently, unlawfully, otherwise in violation of this Agreement.

EQICK may modify any of this Agreement's terms and conditions at any time, with or without notice to you, subject to applicable law. The most current Agreement shall be available at EQICKIndia.com/legal and supersede all previous versions of the Agreement. The most current Agreement shall be effective upon EQICK's posting of such modified Agreement. Your use of any portion of EQICK Cash after such posting constitutes your acceptance of the modified Agreement. If any term of this Agreement is deemed to be invalid, void or for any reason unenforceable, such term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms of this Agreement.

ARBITRATION PROVISION

Any claim, dispute, or controversy (" **Claim** ") arising out of or relating in any way to: (i) this Agreement; ii) any portion of EQICK Cash; iii) your acquisition of EQICK Cash; iv) your redemption of EQICK Cash for use, or attempted use, within the EQICK app as applicable; v) the amount of available funds in EQICK Cash; or vi) advertisements, promotions or oral or written statements related to EQICK Cash; no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** by arbitration conducted according to Arbitration Laws of India and Rules framed thereunder.

Any arbitration hearing that you will attend take place in the jurisdiction of Pune, Maharashtra, India. There has to be One (single) Arbitrator appointed by EQICK who will look into the case and decide the liability.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE ARBITRATION LAWS OF INDIA.

All determinations as to the scope, interpretation, enforceability, and validity of this Agreement shall be made exclusively by the arbitrator, which award shall be binding and final.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; or (iii) any transfer, sale or assignment of EQICK Cash, or any amounts owed in EQICK Cash, to any other person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT REDEEM OR USE YOUR EQICK CASH. SAVE YOUR RECEIPT AND CALL +919639630964 TO REQUEST A REFUND OF YOUR EQICK CASH PURCHASE.