

## Driver Deactivation Policy

Our goal at EQICK is transportation as reliable as running water everywhere, for everyone. We do not want to ride with drivers who want to provide one. It's about getting a ride and work at the push of a button. This is only possible when riders trust drivers, and vice versa. That's why EQICK has Community Guidelines that set out the expected behaviour from both sides. Riders or drivers who do not follow these guidelines may lose access to EQICK, either temporarily or permanently, depending on the seriousness of the breach.

When a driver's account is deactivated, even if only temporarily, it limits their ability to earn income. So it's important to have a clear, published policy that explains: the circumstances in which drivers are denied access to EQICK; how (if at all) they can use the app again; and if drivers can appeal these decisions. There will always be unforeseen events that may lead to deactivation - and we will update this policy regularly - but the following are sufficient for deactivation: quality; fraud; safety and discrimination.

### QUALITY

Riders who use EQICK expect their drivers to drive safely, as well as being courteous and professional. The higher the quality of the service, the more riders want to take trips, which in turn means more opportunities for drivers to earn money. Poor service has the opposite effect over time.

There are several ways we measure driver quality, with the most important being *Star Ratings* and *Cancellation Rate*.

#### **Star Ratings**

After each trip, drivers and riders rate each other on a five-star scale and give feedback on how the trip went. This two-way system holds everyone accountable for their own behaviour. Accountability helps create a respectful, safe environment for riders and drivers. **Drivers can see their current rating in the Ratings tab of the EQICK app.**

**How is my rating as a driver calculated?** Your rating is based on an average of the number of post-trip stars you've taken (from 1 to 5 stars), up to your last 500 rated trips or the total number of trips you've taken, if less than 500.

The easiest way to keep your average rating high is to provide good service on every trip. Drivers on the EQICK platform provide excellent service, so most trips run smoothly. But we know that sometimes a trip does not go well-that's why we only look at your average rating on your most recent 500 trips (or your total rated trip count, if under 500). This gives you the chance to improve over time.

**What leads to deactivation?** There is a minimum average rating in each city. This is because there are cultural differences in the way people in different cities rate each other. We will alert you over time if your rating is under this limit, and you'll also get information about quality improvement courses that may help you improve.

If your average rating is still low, then your account will be deactivated. Your account may be reactivated on the platform after you provide proof of the steps you have taken to improve, for example by taking one of the quality improvement courses.

### **Cancellation Rate**

The driver cancellation is when the driver accepts a trip request and then cancels the trip. Cancellations create a poor experience and negatively affect other drivers. We understand that there may be times when something comes up that causes a driver to cancel an accepted trip, but minimizing cancellations is critical for the reliability of the system.

**How is my rate cancellation rate calculated?** Your cancellation fee is based on the number of trips cancelled out of the total number of trips you accept. (For example, if you've accepted 100 trips and 4 of them are cancelled, your cancellation rate would be 4%.)

High-quality drivers typically have a low cancellation rate of less than 5%.

**What leads to deactivation?** Each city has a maximum cancellation rate, based on the average cancellation rate of drivers in that area. We will alert you if your cancellation rate is higher or you are consistently cancelling more often than other drivers in your city, and you may not be able to go online for a short period of time. If your cancellation rate continues to exceed the maximum limit, your account may be deactivated.

**On Acceptance Rates: High acceptance rates are a critical part of reliable, high-quality service, but not accepting trip requests does not lead to permanent deactivation.**

Consistently accepting trip requests helps maximize earnings for drivers and keeps the system running smoothly. We know that sometimes things come up that prevent you from accepting every trip request or you may want to take a break, but not accepting dispatches causes delays and degrades the reliability of the system.

If you are consistently not accepting trip requests, we will notify you that your ability to remain online may be at risk. If your acceptance rate does not improve or you are declining more trips than other drivers in your city, you may not be able to go online for a short period of time.

## **FRAUD**

Fraudulent activity undermines the trust on which EQICK is built. That's why we are constantly on the lookout for fraud by drivers (and riders) who are gaming our systems.

Creating a duplicate account for fraudulent purposes - including creating a new account after permanent deactivation - is not allowed on the EQICK platform.

**What leads to deactivation?** We will deactivate any account or accounts (including permanently) if we certify that they are associated with fraudulent activity, which may include: Deliberately increasing the time or distance of a trip; Accepting trips without the intention to complete, including provoking riders to cancel; Creating dummy rider or driver accounts for fraudulent purposes; Claiming fraudulent fees or charges, like

false cleaning fees; and Intentionally accepting or completing fraudulent or falsified trips.

## SAFETY

EQICK uses technology to keep riders and drivers safe, for instance by GPS-tracking every ride and allowing riders to share their journeys in real time with families or friends. This is all backed up by a robust system of pre-screenings of drivers. We also have a dedicated incident response team on call 24/7 to investigate safety incidents. Actions that threaten the safety of drivers and drivers may be investigated and, if confirmed, will lead to permanent deactivation. As a precaution, after receiving a complaint we may temporarily suspend the driver's account until the issue is resolved.

Issues that can lead to deactivation include:

### EQICK's Community Guidelines

All users of the EQICK platform-both riders and drivers-agree to abide by our [Community Guidelines](#) while using the app. These guidelines create a shared standard of respect, accountability and common courtesy for everyone in the vehicle.

***What leads to deactivation?*** EQICK may deactivate the account of any driver who does not follow these guidelines, by engaging in, for example: Violent or inappropriate behavior, including unwanted contact; Abusive language; or having illegal substances in the vehicle.

### Zero Tolerance for Drugs & Alcohol

EQICK does not tolerate the use of drugs or alcohol by drivers while using the platform.

***What leads to deactivation?*** The account of any driver found to be smoking in the vehicle, or under the influence of drugs or alcohol while using the EQICK platform will be permanently deactivated. EQICK may also deactivate the account of any driver who receives several unconfirmed complaints of drug or alcohol use.

### Compliance with the Law

We expect drivers using the EQICK app to act in compliance with all relevant state, federal and local laws and the rules of the road at all times. This includes meeting the regulatory requirements for rideshare or for-hire drivers in your area.

***What leads to deactivation?*** EQICK may permanently deactivate for activities such as: Engaging in serious illegal activity while using the EQICK app; Not valid valid vehicle registration or driver's license; and Receiving serious traffic citations, or several traffic citations that indicate unsafe driving, while using the EQICK app.

### Safe Driving

Riders expect drivers using the EQICK app to drive safely at all times.

***What leads to deactivation?*** EQICK will deactivate the account of any driver who receives several or serious complaints of poor, unsafe or distracted driving while using the EQICK app.

## Firearms Ban

Our goal is to ensure that everyone has a safe and reliable ride. That's why EQICK prohibits riders and drivers from carrying firearms of any kind in a vehicle while using our app. Anyone who violates this policy may lose access to EQICK.

## Accurate Personal Information

The EQICK app is designed to give drivers identifying information about drivers and their vehicles, like their name, profile picture, vehicle model and license plate number, before the trip begins. Inaccurate or outdated information creates confusion among riders and can diminish their experience with EQICK.

***What leads to deactivation?*** We will deactivate for activities such as: Providing EQICK with inaccurate information; Allowing someone else to use his or her account; and Taking a trip using an unapproved vehicle.

In addition, we will take action to prevent any driver whose required documentation becomes invalid-like driver's license that expires-from going online until the driver provides EQICK with updated information.

## Background Checks

All drivers wanting to use the EQICK app are required to undergo the screening process to ensure safety and compliance with our criteria.

***What leads to deactivation?*** We will permanently deactivate a driver's account if subsequent screening steps are in violation of EQICK's safety standards or other criteria required by local regulators.

## Unacceptable Activities

To maintain the transparency and safety of the EQICK platform for all users, activities conducted outside the monitored system of the EQICK app-like anonymous EQICKups are prohibited.

***What leads to deactivation?*** We will take action against a driver for activities such as: Accepting illegal street hails while using the EQICK app; Harming the business or brand, like EQICK's trademark or intellectual property, or otherwise violating the drivers' agreement with EQICK; and Requesting payment of fares outside the EQICK system.

## DISCRIMINATION

EQICK's mission is to connect riders to transportation as well as running water, everywhere for everyone. We do not tolerate discrimination on our platform.

***What leads to deactivation?*** It is unacceptable to refuse to provide services based on characteristics such as race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under relevant country or city law. Actions like these will result in permanent deactivation.

We want to help increase the transportation options for riders with disabilities. That's why we have information available for drivers on this topic. We expect drivers using the EQICK app to comply with all relevant city, country and local laws governing the transportation of riders with disabilities, including transporting service animals.

## GETTING BACK ON THE ROAD AFTER DEACTIVATION

If your account has been deactivated, you may be eligible for reactivation under certain circumstances. Contact EQICK for more information.

## DRIVER'S AGREEMENT

THIS WEBSITE TERMS OF USE ("DRIVER AGREEMENT") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS DRIVER AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS DRIVER AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN DRIVER AND EQICK (BOTH TERMS DEFINED BELOW). THIS DRIVER AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD) AND WILL GOVERN THE RELATIONSHIP AND TRANSACTION BETWEEN DRIVER AND EQICK FOR PROVIDING THE SERVICES OFFERED THROUGH WEBSITE (DEFINED BELOW).

This Driver Agreement on the website [www.eqick.in](http://www.eqick.in) and mobile application under the name and style of "EQICK" (the Website) is between Green e-Pick Services Private Limited (hereinafter referred to as "EQICK" or "Company" or "We" or "Us" or "Our") and the Drivers registered with EQICK (hereinafter referred to as "Driver" or "You" or "Your" or "Yourself" or "User") describe the terms on which EQICK offers You the access to the Website and such other services as are incidental and ancillary thereto ("Services").

PLEASE READ THE TERMS OF DRIVER AGREEMENT CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR AVAILING SERVICES THROUGH THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR AVAIL ANY SERVICES BEING OFFERED THROUGH THE WEBSITE.

EQICK RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS DRIVER AGREEMENT FROM TIME TO TIME AND SHALL PUBLISH ON WESITE. ITS DRIVERS' RESPONSIBILITY TO CHECK THE LATEST TERMS AND CONDITIONS. NOTICE TO THE DRIVERS SHALL BE CONSIDERED GIVEN WHEN SUCH NOTICE IS INDICATED AND ACCESSIBLE FROM THE FIRST PAGE ACCESSED AFTER THE DRIVER LOG-ON TO EQICK WEBSITE, BY EMAIL TO THE DRIVER'S EMAIL ADDRESS PROVIDED TO EQICK IN THE DRIVER'S ACCOUNT

CREATION OR MOST RECENTLY PROVIDED TO EQICK, OR BY SMS TO THE DRIVER'S MOBILE NUMBER PROVIDED DURING THE ACCOUNT CREATION. DRIVER AGREES THAT THE AMENDED TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING THE EARLIER OF (1) THE EFFECTIVE DATE INDICATED IN SUCH NOTICE; OR (2) ON THE DATE POSTED ON EQICK'S WEBSITE.

IT WILL BE PRESUMED THAT DRIVER HAS RECEIVED ANY SUCH NOTICE IF AND WHEN DRIVER RESERVES FOR A EQICK VEHICLE AFTER NOTICE OF A CHANGE TO THIS AGREEMENT HAS BEEN PLACED ON EQICK WEBSITE AND/OR DISTRIBUTED TO DRIVER BY EMAIL OR SMS. BY MAKING A RESERVATION AFTER RECEIVING NOTICE OF ANY CHANGES TO THE AGREEMENT, DRIVER ASSENTS TO AND WILL BE BOUND BY SUCH CHANGES TO THE AGREEMENT. DRIVER MAY DECLINE SUCH CHANGES BY DISCONTINUING TRIPS UNDER EQICK'S DRIVER AGREEMENT.

IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY OTHER DOCUMENT WITH RESPECT TO EQICK'S OTHER PROGRAMMES, THESE TERMS AND CONDITIONS SHALL GOVERN EXCEPT OTHERWISE SET FORTH FROM EQICK IN WRITING.

## **1. General:**

Green EQICK Services Private Limited is a company incorporated under the laws of India, with its registered office at H. No. W. No. 19, Gokul Near Parikh Petrol Pump, Ichalkaranji, 416 115 Maharashtra, India and having CIN: U63030PN2021PTC202672

## **2. Persons Permitted to Drive Vehicles:**

2.1 Only active EQICK Driver in good standing, as decided solely by EQICK, is allowed to drive vehicles asked by customers in-app or self-driven vehicles (hereinafter called as "EQICK Vehicle"). Non-Driver is expressly prohibited from driving a EQICK vehicle at any time. Only Drivers holding effective driving license, uploaded in the app, and approved by EQICK, should drive a EQICK vehicle with the permission of the Customer having carried out the reservation; and any liability and/or claim arising out of such service shall be that of all such participant Drivers.

2.2 Satisfying eligibility criteria required to become a EQICK Driver does not automatically give an applicant the right to become a EQICK Driver. Acceptance of the applicant's Drivership is subject to approval by EQICK at its sole discretion.

2.3 Any Driver's driving license expire or be revoked, authorization to drive EQICK vehicles shall expire immediately. EQICK shall be notified of such expiry or revocation by the Driver by e-mail forthwith upon such expiry or revocation.

2.4 By applying for Drivership, each applicant authorizes EQICK and EQICK reserves the right on its sole discretion to obtain his/her driving records from the jurisdiction in which the applicant is licensed. Because driving a EQICK vehicle requires maintaining a good driving record, EQICK may periodically check Driver's driving records and reserves the right, at its sole discretion, to suspend or terminate the Drivership of any Driver, who does not meet EQICK's driving eligibility requirements. Driver agrees to promptly report to EQICK any suspension or revocation of his/her driving license, or any tickets/citations/conviction related to any traffic violation including but not limited to driving under the influence of drugs or alcohol, driving while intoxicated, reckless driving, exceeding the speed limit, or sending an SMS while driving.

2.5 Driver is responsible for providing and maintaining current e-mail, cell phone, residential address (current/temporary and permanent), and other account information with EQICK. Driver further warrants that information provided to EQICK shall be absolutely correct and is bound to inform to EQICK promptly, if any change occurs in the information provided earlier including but not limited to residential address.

2.6 Driver is responsible for keeping any EQICK related password and/or PIN numbers in strict confidence and to not make passwords or PINs available to third-parties, should a PIN or password be reduced to written or electronic form, the Driver will be responsible for any associated costs and/or damages in connection with unauthorized use by third-parties. If a Driver has reason to believe a third-party may have obtained unauthorized knowledge of a password and/or PIN, Driver agrees to change the compromised password and/or PIN instantly.

### 3. Prohibited Uses:



3.1 The use of a EQICK vehicle under the following conditions is prohibited:

- a) any speed race or competition;
- b) for the purpose of towing, pushing, or propelling any trailer or any other vehicle;
- c) for the primary business purpose of transporting people or operating a taxi service;
- d) by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a vehicle is prohibited or not recommended. A zero-tolerance policy is adopted and a limit of 0.0% applies;
- e) in the carrying out of any crime or any other illegal activity;
- f) in an imprudent, negligent, or abusive manner or for any abnormal use of this vehicle;
- g) by any person who has provided EQICK with false information or whose representations are determined to be false (including, without limitation, regarding his name, age, or address);
- h) driving a EQICK vehicle outside of India or any prohibited areas within India;
- i) driving while using a mobile phone or any other mobile communication device in any manner whatsoever, including while sending an SMS, emailing, using a cell phone with or without a hands-free device, otherwise using a mobile communication device that may distract you from driving or otherwise engaging in similar activities that may be prohibited by applicable law;
- j) Using EQICK vehicle to transport flammable, poisonous, or otherwise hazardous substances for other than legally permissible household use or in amounts greater than what is usually consumed in a household.
- k) Transporting objects with EQICK vehicle that could – due to their size, shape, or weight adversely impact the vehicle’s handling safety or that could damage the interior of EQICK vehicle or, by virtue of such object/s protruding outside, affect the safety of vehicles driving in the vicinity of EQICK vehicle.
- l) Transporting more passengers than the prescribed seating capacity of the vehicle by manufacturer of the vehicle.

3.2 The foregoing examples are not intended to be an exhaustive list. Any unreasonable, unwarranted, illegal, unethical or inappropriate use of a EQICK vehicle, as determined by EQICK in its sole discretion, may be deemed a violation of these terms and conditions. EQICK and customer may report to the authorities any use of a EQICK vehicle or other activities that are in violation of local, state, and/or national law or in violation of these terms and conditions.

3.3 EQICK may immediately suspend or terminate the use of its Service by any Driver for a violation of any of the terms and conditions of Driver Agreement. Upon suspension or termination, any existing reservations for the Driver may be cancelled by EQICK at its sole discretion. In addition, Driver will be absolutely responsible for any and all, losses, damages (direct/indirect), costs, charges, fees and expenses incurred by EQICK, as a result of a breach of any of these terms and conditions and Driver unconditionally and irrevocably agrees that EQICK reserves the right to pursue the remedial action to recover the losses/damages suffered by EQICK from Driver's property including but not limited to his/her legal heirs/representative's properties.

#### 4. Registration of EQICK Vehicles with EQICK:

4.1 Registration is required of all the EQICK Vehicle. Driver is required to fulfil the below mentioned conditions at the time of taking the possession of the Vehicle for scheduled ride/trip:

a) Driver must carry the original driving licence, which is being shared with EQICK at the time of opening of account/registration with EQICK. Driver must show the same to the representative of EQICK available at location, where the possession of the Vehicle is supposed to be taken by Driver;

b) Driver must carry any one out of following documents in original, as an additional document to Driving License while taking the ride to justify his/her identity:

i) EPIC (Electoral Photo Identity Card), commonly known as Voter ID; or

ii) Aadhar Card

iii) PAN card

iv) Original bank passbook

c) Customers must co-operate with the Drivers of EQICK in taking a photo of Vehicle along with Customer, which is meant for safety and record purposes of EQICK.

Driver shall be held solely responsible, if any of the above conditions are not being completed successfully at the time when possession of vehicle was supposed to be taken by Driver and EQICK reserves the right to take any remedial actions. Consequently, the booking will stand completed without any further onus of EQICK to refund or pay any amount thereof.

4.2 If You wish to cancel a reservation, You may do so, in pursuance of the Fee Policy. In case of the above condition are missing after the expiry of the booking (initial or immediate prior) then You will be deemed to possess the vehicle without authorisation and must hand over the Vehicle to Customers parking or its

representative without fail/ delay. A delay beyond one hour from the expected handover time of vehicle or after the expiry of booking as the case may be, will be making You the guilty of breach of trust and Your involvement in theft of Vehicle would be presumed without any doubt.

4.3 In the event Your reservation is not taken successfully (even if You have put in a request for the reservation but which has not been confirmed or has been denied by EQICK for any reason) and You take the ride, EQICK reserves the right to initiate the criminal proceedings against You and simultaneously will make all reasonable efforts to take possession of the vehicle from You immediately or any time thereafter, and at any location

For the avoidance of doubt,

a) You will be charged late fee, inconvenience fee and any other charges applicable as per Our Fee Policy from the scheduled end time of Your booking till the time the vehicle is actually recovered by EQICK,

b) You will be charged any additional costs viz; legal attorney fees, consultants fees, travel costs, etc. incurred by EQICK in taking possession of the vehicle from You, and

c) You will not be provided any compensation or alternate means of transportation in such case and will not have the right to ride in EQICK vehicle any-more. You shall hold EQICK, its officers, employees, agents and affiliates harmless against any claim in connection with the vehicle and/or its re-possession and shall irrevocably and unconditionally indemnify EQICK against any cost, loss or liability suffered by EQICK arising out of or in connection with any claim made by a third party against EQICK in relation to the vehicle and/or its re-possession.

## **5. Vehicle EQICK-Up and Return/Vehicle Condition/Stolen Vehicles:**

5.1 You must EQICK up the selected vehicle at its designated location and return it secured, clean, and in good working order, to the correct and designated location asked by customer by no later than the end time of Your reservation. However, the handover of vehicle pursuant to your ride is subject to the availability of representative. Further, EQICK reserves the right to cancel any booking at its sole discretion with only consequence to return the vehicle or fees collected at the time of creation of booking.

5.2 Prior to taking possession of a vehicle, You must do an exterior walk-around and an interior look-over. Before driving the vehicle, You must advise EQICK and customer

of any damage or abnormality encountered on the vehicle or in the operation of the vehicle. If EQICK or customer is not notified of a problem at the start of a reservation, You will be deemed to be responsible for any problem with the vehicle discovered or reported after Your reservation, including, without limitation, damage to the vehicle or lack of cleanliness. You may be charged a damage fee, a cleaning fee, or other applicable fees, and EQICK may suspend, or may even terminate Your Drivership.

5.3 You must check all the original documents including but not limited to registration certificate, insurance policy, tax payment challans, self-drive licenses, pollution clearance certificates, vehicle's key, key fob, or other starting device to the vehicle in its designated position in the vehicle at the conclusion of Your reservation. You must advise EQICK and customer immediately if You fail to leave the original documents mentioned hereinabove, key/fob/starting device, parking pass, or toll payment pass (if applicable in the vehicle.) and this causes inconvenience to EQICK or customer, You will be charged the hourly rate for the vehicle until the, original documents, key/key fob/starting device/parking pass/toll payment pass is returned safely to EQICK and You will remain responsible for the payment of charges against the usage of the vehicle during such period. You may also be charged a fee at EQICK's sole discretion to replace any of the items missing from the vehicle.

5.4 The end of the trip is being confirmed by either a) specific completion of closing checklist at the end of trip; or b) an SMS message to EQICK's provided number to notify of such intent; or c) by unwarranted breakdown/accident of the vehicle.

5.5 Reserving Driver is responsible for all charges and costs incurred related to EQICK vehicle for the entire period of the reservation and until the vehicle is returned, secured, closed, locked and serviceable (all accessories off, key out of ignition and in proper place, all windows, doors, hatches, sunroofs and other openings closed, toll payment pass and parking pass and other accessories in the vehicle) to its designated location. EQICK vehicles must be returned no later than the end time of the reservation and the Driver scheduled trip/ride comes to an end automatically and will be governed as per the provisions of clause 4.3 above if extension is sought.

5.6 Driver is required to report to EQICK and customer immediately any condition that impairs the driving functionality of the vehicle, such as poor driving feel or external or internal damage that renders the vehicle unsafe, including but not limited

to, missing or inoperable signal or driving lighting, broken or missing rear-view mirrors and windshield glass.

5.7 Notwithstanding anything contrary contained under this policy, any damage caused to vehicle because of Your wilful misconduct or gross negligence, during such time when the vehicle is not in motion, will attract charges/fees as per the sole discretion of EQICK.

5.8 Stolen vehicles or any accidental incidences must be immediately reported to EQICK and customer and the nearest police station with a detailed written complaint based on actual facts. Driver shall ensure that such complaint shall not contain any discrepancy, inconsistencies or distortions from actual facts as the same would be detrimental to a valid insurance or other claim by EQICK. The Driver will be solely liable without any demur, for any loss due to a discrepant, inconsistent or distorted complaint or information by the Driver.

## **6. Safety:**

6.1 Seat Belts and Child Restraints - Driver is responsible for:

a. Complying with all applicable seat belt, speed limit and child restraint laws. It is being made crystal clear that Driver must abide themselves with the maximum speed/weight limit and any other instructions being displayed/ communicated by the authorities through marks or sign boards in various locations of the concurrent trip

b. Protecting all children by properly using any child passenger restraint system that complies with the Motor Vehicle Safety Standards in the jurisdiction where the trip is initiated and where EQICK vehicle is driven during such trip.

## **7. Securing EQICK Vehicles:**

7.1 Each time Driver parks a EQICK Vehicle (either at the end of the reservation or during the reservation period), the Driver is responsible for securing the vehicle from external factors including human or general known adverse weather conditions.

a. Windows must be closed and the central locking system must be enabled using the smart phone app or the SMS command or using keys). If the car is outside of cell phone range, and the car cannot be locked through the phone command system, the

User must remove the key and lock the car manually. Driver will be responsible for any fees or charges associated with a failure to perform these steps.

7.2 EQICK encourages all its Drivers to take full responsibility of car. In case of any Driver claims to have left back any luggage or any phones or personal music devices inadvertently in EQICK vehicle after the Driver completes his/her reservation, EQICK shall endeavour to locate the lost belongings on a "best-effort" basis provided the Driver notifies EQICK of the same within 90 (Ninety) minutes of the successful return of the car post completion/termination of the reservation, but EQICK shall not be held responsible for such loss or damage in any circumstances.

## 8. Fees and Eligible (Reimbursable) Expenses:

8.1 Driver is subject to EQICK's fees policy being mentioned on the website [www.eqick.in](http://www.eqick.in). It entails the scenarios which covers all the fees including but not limited to rentals, excess kilometre driving charges, late fees, late charges, extensions fees, penalties, or fines, if any etc.

8.2 An "Eligible Expense" is defined as;

(a) any electricity related expense, provided it reconciles reasonably with distance travelled; in pursuance of the standard industry mileage or EQICK's internal mileage standard; or

(b) an expense incurred by the Driver for minor (under INR 1000) routine maintenance on EQICK vehicles, such as new wiper blades, light bulbs, or windshield-washer fluid, etc. or (c) any expense in excess of INR 1000 that is authorized in advance by a EQICK Representative, via e-mail/sms/phone. If a Driver pays for an eligible expense, he or she must keep the invoice more particularly mentioned in the Fee Policy, which conspicuously captures the date and time showing that it was incurred during the reservation period. The Driver must print his or her name on the receipt and give a physical original hard copy of the receipt to EQICK vehicle attendant or upload the same in-app after his/her reservation. EQICK will reimburse the Driver or credit the Driver's account, post the verification of claim and corresponding invoices. No reimbursement or credit will be given without an invoice, or if the invoice is submitted later than 3(Three) days from the reservation date.

8.3 A Driver has to be in service for minimum period of 36 (Thirty-Six) Months. If he/she leaves before that than he/she will be liable to pay EQICK an amount of INR 40000 (Indian Rupees Forty Thousand Only)

## 9. Maintenance/Cleanliness:

10.1 Driver is responsible for the cleanliness of vehicle and are expected to maintain the driving safety and performance of the vehicle, in particular during the reservations or when the vehicle indicates that service or maintenance is required.

10.2 Vehicle may require Roadside Assistance. EQICK makes reasonable best efforts to provide Roadside Assistance support in all cases. If, however, a Driver's need for Roadside Assistance results from a breach of these Terms and Conditions, the Driver may be charged for the full costs of the towing, repair & maintenance.

10.3 Use of tobacco, cigarettes, cigars, and alcohol is absolutely prohibited inside EQICK vehicles. Driver is subject to additional fine if evidence of smoking, chewing, drinking or dipping is found inside EQICK vehicles or complained of by a Driver using the vehicle immediately following the Driver's reservation.

10.4 Burning any substance is absolutely prohibited in EQICK vehicles. This includes, but is not limited to tobacco, other drugs, and incense.

10.5 Pets are absolutely prohibited in EQICK vehicles, except for those vehicles designated "pet friendly". Driver is subject to additional fees, if evidence of pets is found in EQICK vehicles or complained of by a Driver using the vehicle immediately following the Driver's reservation.

## 11. Breakdown or Incidents:

11.1 All breakdowns or incidents involving EQICK vehicles must be reported to EQICK immediately by phone to +91 963 963 0964 and via email on [support@eqick.in](mailto:support@eqick.in)

11.2 Breakdown and Roadside Assistance. While using a vehicle, You must follow the traffic rules and make best possible way to find the solution for such breakdown. If a problem arises that prevents or limits the use of the vehicle or that may compromise

people's safety, Driver must immediately notify EQICK on the above mentioned phone number/email id and follow EQICK's instructions.

11.3 Jump start. If You perform a jump start to EQICK vehicle, You must inform EQICK immediately by phone or through the mobile app). You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any vehicle other than a EQICK vehicle.

11.4 Incident. In case of an incident involving property damage or any third party, the Driver must fill out an official police report form and, mandatorily provide a jointly agreed-upon statement, complete EQICK's incident report form, and obtain the following information:

- a. Date, time, and place of incident;
- b. The license plate numbers of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- c. The names, addresses, and driver's license numbers of the persons involved in the incident;
- e. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;
- f. Circumstances of the incident describing immediate surrounding environment and car position prior to the incident; and
- g. A police report is required regardless of liability or fault. Driver shall specify in his/her detailed written complaint to the police the actual facts only. Driver shall ensure that such complaint shall not contain any discrepancy, inconsistencies or distortions from actual facts as the same would be detrimental to a valid insurance or other claim by EQICK. Any loss occasioned to EQICK due to a discrepant, inconsistent or distorted complaint by a Driver shall be to the account of such Driver.

11.5 Investigation and procedure. Driver must provide to EQICK and any other claims adjustment service with the findings of any report or any notice relating to a claim or a lawsuit against EQICK regarding any incident involving a EQICK vehicle. Driver agree to cooperate fully with EQICK in the investigation and defense of any such claim or lawsuit. A Driver's accounts will be suspended until the investigation has been concluded.



11.6 The Driver shall be responsible for the costs related to the repair, recovery, and loss of use of any EQICK vehicle resulting from any of the foregoing, up to the current damage fee, as set forth in the Fee Policy / Rate Schedule (if such costs are because of the fault of the Driver or if the fault is not directly established to any other person/entity, or where any cost is not paid / reimbursed by the insurer of EQICK vehicles or the insurer of the other vehicle involved in the accident).

11.6 Where the Driver is not responsible for the breakdown of the EQICK vehicle, EQICK shall refund an amount as per circumstances. Further, EQICK shall not be liable for any further costs borne by the Driver as a consequence of the breakdown of the EQICK vehicle.

11.7 In case of any accidents/damages, any out of court settlement initiated or accomplished by Drivers with the third parties without written consent of EQICK will be solely borne by the Driver.

## 12. Traffic Violations:

12.1 You are responsible for any traffic violations incurred due to Your inappropriate use of a EQICK vehicle. This includes, but is not limited to: unauthorised parking, excess speeding, breaking red light, photo enforcement, and toll violations. You are solely liable for all costs imposed due to any such violation during the concurrence of Your trip/ride/booking, including fines for late payment and any processing fees added by the respective regulatory authority. You are liable for payment of all tolls and any fines for toll evasion. You must report such violations to a EQICK representative, as soon as possible, within the prescribed timeline for the violation (for example, if the case is being taken to court). EQICK will notify the Driver immediately by e-mail after it comes to know about any of such violation and Driver shall forthwith pay the relevant fine/s to the authority concerned and provide EQICK with the proof of such payment, failing which EQICK will pay those amounts and Driver shall reimburse the same to EQICK at earliest. However, where Driver has personal knowledge of such violations, EQICK will not be obligated to provide Driver with the notification as above, but Driver's obligation to pay the relevant fine/s and notifying EQICK of such compliance will continue as aforementioned.

12.2 You must notify EQICK and customer of any traffic violation notices found on a vehicle at the time of vehicle EQICK up.

12.3 You must not leave a vehicle in a zone which has parking restrictions. If You leave the vehicle in such a restricted zone, You must immediately notify customer, and You will be responsible for any and all violation notices or towing charges incurred by Customer. Additionally, financial penalties will be levied against You for any inconvenience caused to other EQICK Driver if the vehicle is unavailable for its scheduled reservation because of such parking violations as set out in the fee policy on the website i.e., [www.eqick.in](http://www.eqick.in)

### 13. Insurance and Liability:

#### 13.1 DRIVER DEDUCTIBLE OBLIGATION:

A. IF DRIVER IS IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF EQICK'S POLICIES BEING MENTIONED AT [www.eqick.in](http://www.eqick.in), EQICK SHALL PROVIDE PRIMARY THIRD PARTY LIABILITY PROTECTION, WHICH WILL BE TO THE EXTENT OF CLAIMS / LIABILITIES COVERED BY EQICK'S VEHICLE INSURER, ON EQICK'S VEHICLES FOR ANY/ ALL CLAIMS AND/OR LIABILITIES ARISING DURING THE USE OR OPERATION OF THE VEHICLE BY THE DRIVER. DRIVER WILL BE RESPONSIBLE FOR ANY ASSOCIATED DEDUCTIBLE CHARGES DIRECTLY/INDIRECTLY PERSONALLY ATTRIBUTABLE TO THE DRIVER'S DEFAULT OR OTHERWISE AS PER DISCRETION OF EQICK.

B. IF AT ANY TIME IT IS DETERMINED THAT LOSSES/CLAIMS MENTIONED HEREINABOVE WILL EXCEED THE INSURANCE COVERAGE TAKEN BY EQICK, DRIVER WILL BE RESPONSIBLE FOR ANY SUCH EXCESS CLAIMS/ LOSS/ DAMAGES.

13.2 EQICK IS NOT RESPONSIBLE FOR ANY DAMAGE TO, LOSS OR THEFT OF, ANY PERSONAL PROPERTY BELONGING TO DRIVER OR CO-PASSENGER OR THIRD-PARTIES, REGARDLESS OF FAULT OR NEGLIGENCE.

13.3 LIABILITY PROTECTION APPLIES ONLY TO CLAIMS OF THIRD-PARTY BODILY INJURY, DEATH OR PROPERTY DAMAGE, OTHER THAN TO THE VEHICLE, ARISING FROM THE USE OF EQICK VEHICLE AS PERMITTED BY THIS AGREEMENT AND APPLICABLE LAW. ANY SUCH PROTECTION EXCLUDES ANY CLAIM MADE BY DRIVER OR CO-PASSANGER OR DRIVER'S/CO-PASSANGER'S IMMEDIATE FAMILY DRIVERS WHO PERMANENTLY LIVE WITH DRIVER OR IS TRAVELLING WITH DRIVER AT THE TIME OF INCIDENT. THIS OBLIGATION MAY BE LIMITED TO THE EXTENT EQICK'S COVERAGE APPLIES. EQICK SHALL NOT BE LIABLE TO DRIVER/CO-PASSANGER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST

PROFITS) ARISING FROM OR RELATED TO EQICK VEHICLE, ITS USE, OR THIS AGREEMENT.

13.4 DRIVER INCLUDING BUT NOT LIMITED TO HIS/HER PROPERTIES, LEGAL HEIRS ETC; (IN CASE OF HIS/HER ABSENCE) INDEMNIFIES AND HOLDS EQICK, ITS PARENT COMPANY AND AFFILIATES AND HIS/HER RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, ATTORNEYS, ASSIGNS AND SUCCESSORS-IN-INTEREST, HARMLESS WITHOUT DEMUR FOR ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, ATTORNEY FEES, BUSINESS LOSS AND OTHER EXPENSES INCURRED BY EQICK (A "LOSS") ARISING FROM: (1) THE USE OR POSSESSION OF EQICK VEHICLE BY THE DRIVER AND (2) THE DRIVER'S NON-COMPLIANCE WITH THIS AGREEMENT.

13.5 DRIVER INCLUDING BUT NOT LIMITED TO HIS/HER LEGAL HEIRS/ REPRESENTATIVES/ GAURDIANS SHALL HAVE FINAL RESPONSIBILITY TO EQICK FOR ALL SUCH LOSSES.

13.6 This Agreement is intended for the benefit of Driver and EQICK and no other party may claim rights hereunder, whether as a third-party beneficiary or otherwise. UNDER NO CIRCUMSTANCES WILL EQICK BE LIABLE TO ANY THIRD-PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF EQICK VEHICLES AND AVAILING OF SERVICE BY COSTOMER.

#### **14. Data Protection:**

14.1 EQICK captures, stores, processes and uses the Driver's Personal data, including, but not limited to, name, e-mail id, internet protocol address, copy of driving license image and duly attested colour image of Voter ID or Passport on the letter head of the electoral officer and police officer respectively under whose jurisdiction the address falls), and any other additional address cum identity proof, image of the customer, the usage and vehicle data as they relate to the Driver, to the extent this is necessary for the administration and implementation of this Agreement and the Driver's use of EQICK's vehicle.

14.2 If third-party services be used, EQICK is entitled to forward to the third-party service provider the Driver's Personal data, to the extent this is required in order to fulfil the objectives of EQICK.

14.3 EQICK is entitled to provide Driver's Personal data to third-parties for the purposes of providing individualized offers, Services, and other customized information to Drivers.

14.4 EQICK shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with applicable law.

14.5 EQICK shall be entitled to disclose information of the Driver to EQICK's parent company and to all companies controlled by EQICK or any of its affiliates and to any government body as required by the law/ or by directive/ or request from any government body or to any third party deemed fit and proper by EQICK, in its absolute discretion.

14.6 Notwithstanding anything contrary contained herein, Driver shall be governed by the privacy policy of EQICK being mentioned on the website [www.EQICK.com](http://www.EQICK.com).

## **15. Arbitration & Jurisdiction for Disputes:**

15.1 Any Dispute, controversy or claims by or between, EQICK and Driver, hereto arising out of or relating to or in connection with terms and conditions of this Driver Agreement or transactions contemplated on Website, or the breach, termination, validity of any term under this agreement shall be finally settled by 'Arbitration' in accordance with the Indian Arbitration and Conciliation Act, 1996. There shall be a sole arbitrator, who shall be appointed by EQICK. Any arbitration proceedings or award rendered hereunder and the validity, effect, and interpretation of this agreement to arbitrate shall be governed by the Laws of India. The arbitration proceedings shall be conducted in Pune, Maharashtra, India, and the award shall be rendered in the English Language. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

15.2 (a) Subject to sub-clause (b) the Driver irrevocably agree that the courts in Pune are to have exclusive jurisdiction for the purpose of hearing and determining

any litigation, suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity ("Proceedings") and for the purpose of enforcement of any judgment against its property or assets

(b) Nothing in this clause shall (or shall be construed so as to) limit the right of EQICK to initiate proceedings against any of its Drivers in accordance with mandates contained in Section 20 of the Civil Procedure Code, 1908.

(c) Notwithstanding anything contained in the foregoing sub clauses, the jurisdiction in relation to criminal proceedings shall be governed in accordance with the provisions contained in Chapter XIII of the Code of Criminal Procedure, 1973."

15.3 Driver agrees to pay EQICK's reasonable attorneys' fees and costs in any legal proceeding relating to this Agreement, including appeals, where the respective court or forum pronounces the order in favour of EQICK.

15.4 Driver must not aid or encourage the filing of any third-party claim or lawsuit against EQICK, and Driver must cooperate fully with EQICK and EQICK's insurer in the investigation and defense of any claim or lawsuit. In any proceeding involving the Driver and EQICK as co-defendants should EQICK determine in its sole discretion that the Driver's independent attorney has not aligned his defense similar to that of EQICK, EQICK shall be entitled to call upon the Driver to change his attorney to one advised by EQICK and the Driver shall accordingly change his attorney at his own cost.

15.5 Driver must immediately notify and deliver to EQICK every summons, complaint, document, or notice of any kind received by Driver in any way relating to an accident, theft, or other circumstances related to EQICK vehicle.

## **16. Severability and Integrated Agreement:**

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The Parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision. This Agreement, together with the User Guide, Trip Process, Driver Application, Fee Policy / Rate Schedule, and any applicable consent forms, along with any amendments hereto, encompasses the entire agreement between Driver and EQICK, and supersedes all previous understandings and agreements between Driver

and EQICK. Driver acknowledges and represents that he or she has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

#### **17. No Waiver:**

No term contained in this Agreement may be changed or waived, except in writing signed by an expressly authorized representative of EQICK. No waiver of default by Driver/ You under any of the Terms or Conditions of this Agreement shall be construed as a waiver of any prior or subsequent default of any of the Terms or Conditions of this Agreement.

#### **18. Assignment or Transfer:**

The rights granted to the Driver under this Agreement are not assignable or transferable, in whole or part. Any attempt to transfer this Agreement without the written consent of EQICK shall be void and of no force and effect. EQICK reserves the right and can at its absolute discretion can assign the rights and obligations under this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

#### **20. Terms & Termination:**

20.1 This Driver Agreement shall continue to apply until terminated by either You or EQICK as set forth below. If You want to terminate Your agreement with EQICK, You may do so by (i) not accessing the Website; or (ii) closing Your Account for all of the Services that You use, where EQICK has made this option available to You.

20.2 You agree that EQICK may, in its sole discretion and without prior notice, terminate Your access to the Website and block Your future access to the Website if EQICK determines that You have violated the terms & conditions of this Driver Agreement any other Policy(s) of the Website. You also agree that any violation by You of the Agreement(s) will cause irreparable harm to EQICK, for which monetary damages may be inadequate, and You consent to EQICK obtaining any injunctive or equitable relief that EQICK deems necessary or appropriate in such circumstances.

These remedies are in addition to any other remedies which EQICK may have at law or in equity.

20.3 In addition to Clause 20.2 above, EQICK may, at any time, with or without notice, terminate these terms of the Driver Agreement with You if:

- EQICK is required to do so by law (for example, where the provision of the Services to You is, or becomes, unlawful), or upon request by any law enforcement or other government agencies;
- The provision of the Services to You by EQICK is, in EQICK's sole discretion, no longer commercially viable;
- EQICK has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or
- In the event EQICK faces any unexpected technical issues or problems that prevent the Website and / or Services from working.

20.4 EQICK may also terminate or suspend all or a portion of Your Account or access to the Services with or without reason. Termination of Your Account may include: (i) removal of access to all offerings within the Website or with respect to the Services; (ii) disabling access to the Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof), and any User Content uploaded by You; and (iii) prohibiting further use of the Services.

20.5 You agree that all terminations shall be made in EQICK's sole discretion and that EQICK shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and Services.

20.6 Notwithstanding the foregoing, such terms of this Agreement as are meant to survive termination / expiry of this Agreement, will survive indefinitely unless and until EQICK chooses to terminate them.

## 21. Force Majeure:

If performance of any Service or obligation under the terms and conditions of this Driver Agreement or any other provisions of the policies of the Website, or other third parties in fulfilment of transaction (for e.g. home deliveries of vehicles, payment

gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable commercial control of EQICK or its third parties performing such services as sub-contractor to EQICK and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then EQICK shall be excused from such performance to the extent of and during the period of such Force Majeure Event. EQICK shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

## **22. Communications.**

When You use the Website or send emails or other data, information or communication to EQICK, You agree and understand that You are communicating with EQICK through electronic records and You consent to receive communications via electronic records from EQICK periodically and as and when required. EQICK will communicate with You by email or by notices on Website or electronic records on the Website or on Your mobile number which will be deemed adequate service of notice / electronic record to the maximum extent permitted under any applicable law, It is further clarified that You can also use the customer support e-mail, facebook page and twitter handle of EQICK to share your words of appreciation pertaining to ride only.

## **23. Feedback and Information:**

23.1 Any feedback You provide to EQICK shall be deemed to be non-confidential. EQICK reserves the right to use such information without any restriction. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of anybody including you and third parties; (ii) EQICK is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) EQICK may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any



compensation or reimbursement of any kind from EQICK for the feedback under any circumstances.

23.2 To clarify, EQICK may at its discretion, make any modifications or changes to the Website, Content and / or Services on the basis of such feedback, however EQICK shall not be obliged to do so. Further, in the event that EQICK makes any changes or modifications to the Website, Content and / or Services on the basis of any such feedback, You shall not have any rights or title (including any intellectual property rights) in such changes or modifications to the Website, Content and / or Services. You expressly waive any and all rights in such changes or modifications to the Website, Content and / or Services, and assign to EQICK, all worldwide rights and title (including any intellectual property rights) to such changes or modifications to the Website, Content and / or Services, in perpetuity. You hereby waive all rights under Section 19(4) of the Indian Copyright Act, 1956, or other similar provisions in laws of any jurisdiction, in relation to any such changes or modifications to the Website, Content and / or Services.

#### **24. Provisions for Traveller of Chauffeur Driven Vehicles:**

24.1 Any issues of the driver, which attributes and directly relates to the personality of an individual including but not limited to behaviour, actions, voices, conduct, negligence etc., are not responsibility of EQICK in any case.

24.2 EQICK or driver on duty has the right to refuse the service in the following circumstances: a) if the traveller is found to be in an intoxicated state or is found misbehaving with other passengers or the driver, or is causing a nuisance; b) if the traveller is misusing, soiling or damaging any of the devices (technical/non-technical) of EQICK' s vehicle.

24.3 If any traveller misses his/her next scheduled programmes viz next journey via train/ flight/bus, conference, functions, meetings, festivals etc; EQICK will not be liable for any compensation.

24.4 If the traveller has any complaints in respect of the services or the conduct of the driver, the traveller has to inform EQICK about the same in writing during the continuation of ride/trip.

24.5 EQICK declares that traveller opting for chauffeur driven vehicles must not drive the vehicle booked by traveller and consequently provisions of sections 2.1, 2.3, 2.4, 4.1 (a) & (c), 5.1, 5.2, 5.3, 5.5, 5.6, 8.2 and 11 of this Driver Agreement would not be applicable to such traveller. It is further clarified that all other provision of this Driver Agreement will be applicable to traveller mutatis-mutandis.