

CUSTOMER TERMS AND CONDITIONS

Last Updated on 25th April 2024

These Customer Terms and Conditions for usage of the MyRik Customer App (*as defined below*) ("**Terms and Conditions**") is published by Arohana Technologies Private Limited (CIN: U62099MH2023PTC404760) a company incorporated under the Companies Act, 2013 and having its registered office at 401 Bldg. No. B1, Boomerang, Equity Business Park CTS No.4, Mumbai-400072, India ("**MyRik**") for providing Services (*as defined below*) to Customers (*as defined below*).

The Customer shall be deemed to have accepted these Terms and Conditions on continuing to use the MyRik Customer App. Upon such confirmation, these Terms and Conditions shall come into effect and be held to be a valid agreement between MyRik and the Customer. By mere use of the MyRik Customer App, the Customer shall be deemed to have accepted these Terms and Conditions including the Privacy Policy (*as defined below*).

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. Acceptance

- 1.1. Accessing, registering, transacting, or otherwise using the MyRik Customer App and the Services, indicates the Customer's agreement and acceptance to all terms and conditions under these Terms and Conditions. By impliedly or expressly accepting these Terms and Conditions, the Customer also accepts and agrees to be bound by:
 - 1.1.1. all of MyRik's policies (including but not limited to the privacy policy available at <https://myrik.in/privacypolicy>, as amended from time to time) ("**Privacy Policy**");
 - 1.1.2. any plan limits, product disclaimers, or other restrictions presented to the Customer on the MyRik Customer App; or
 - 1.1.3. the applicable Third Party Policies which are incorporated herein by way of reference.
- 1.2. By mere use of the MyRik Customer App, the Customer shall be contracting with MyRik and these Terms and Conditions including the Third Party Policies, as applicable, constitute the Customer's binding obligations with MyRik.
- 1.3. These Terms and Conditions shall be binding upon and inure to the benefit of the Customer.
- 1.4. Notwithstanding anything stated herein, if the Customer transacts on the MyRik Customer App and/or avails services of TSPs on the MyRik Customer App, it shall be subject to the Third Party Policies that are applicable for such transaction and/or use.

2. Registration Eligibility

- 2.1. Use of the MyRik Customer App is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents, and persons of unsound mind are not eligible to use the MyRik

Customer App. Any Person under the age of 18 (Eighteen) shall not register as a Customer and shall not transact or use the MyRik Customer App. MyRik reserves the right to terminate any Customer's registration and/or refuse to provide such Person with access to the MyRik Customer App if it is brought to MyRik's notice or if it is discovered that such Customer is not eligible to use the MyRik Customer App.

3. Customer's Account and Registration Obligations

- 3.1. Registration on the MyRik Customer App is a pre-requisite for using the Services. MyRik requires the Customer to provide MyRik with certain information in order to create an account ("**Customer Account**") through a login ID and password. Only registered Customers having a Customer Account shall be provided access to the Services.
- 3.2. The Customer Account shall only be created upon the Customer providing all information as may be required using the computer systems and upon MyRik verifying the email ID and phone number provided by the Customer on the MyRik Customer App at the time of registration.
- 3.3. The Customer shall at the time of registration provide the following details on the MyRik Customer App (collectively referred to as "**Account Information**"):
 - 3.3.1. Customer's mobile number;
 - 3.3.2. Customer's name;
 - 3.3.3. Customer's location while using the MyRik Customer App; and
 - 3.3.4. Customer's address – labelled as "Home" or "Work".
- 3.4. Customer shall be responsible for maintaining the confidentiality of the Account Information and shall be fully responsible for all activities that occur under its Customer Account. The Customer agrees to: (i) immediately notify MyRik of any unauthorised use of its Account Information or any other breach of security, and (ii) ensure that the Customer exits from its Customer Account at the end of each session. MyRik cannot and will not be liable for any loss or damage arising from the Customer failure to comply with this Clause 3.4.
- 3.5. MyRik shall not be liable if the Customer does not download the appropriate MyRik Customer App to create their Customer Account and access the Services.

4. Description of MyRik Customer App and Services

- 4.1. The MyRik Customer App allows every registered user to avail Passenger Services from Drivers subject to these Terms and Conditions.
- 4.2. Provision of Passenger Services
 - 4.2.1. The Passenger Services constitutes from booking of Ride Request by Customer to the completion of the Ride Request of the Customer wherein the Customer is dropped by the Driver in his Vehicle to their requested destination. During the ongoing Passenger Services, the Customer shall be able to share their live location via the MyRik Customer App with any person.
 - 4.2.2. As soon as the Ride Request is accepted by a Driver, the Driver details along with the Vehicle details will be shared with the Customer and the Customer

details will be shared with the Driver who will be able to contact the Customer through the MyRik Customer App only so that the Customer and the Driver can coordinate with each other easily.

- 4.2.3. Once the Ride Request is accepted by the Driver, the Customer shall be allowed to cancel the Ride Request only within the timelines specified by the MyRik Customer App and reflected in the acknowledgement of the Ride Request ("**Cancellation Period**"). In the event the Ride Request is cancelled during the Cancellation Period, the Customer will be entitled to a full refund of the Service Fees. Any request for cancellation from the Customer post completion of the Cancellation Period will attract cancellation charges to the Customer. These charges will be computed as per MyRik's policies and communicated to the Customer through the MyRik Customer App. Upon confirmation of the Ride Request, the Customer can track the Vehicle booked on the MyRik Customer App to avail the Passenger Services.
- 4.2.4. Each Customer Account on MyRik Customer App will create an individual pre-paid wallet which shall contain the Digital Coins to make the payment for the Passenger Services availed by the Customer ("**MyRik Wallet**").
- 4.2.5. The MyRik Customer App has a unique feature of earning Digital Coins, which shall be deposited in the MyRik Wallet of the Customer on the MyRik Customer App. The Customers can buy the Digital Coins by paying the cost of such Digital Coins through different payment gateways or earn the Digital Coins simply by watching the advertisement videos being advertised on the MyRik Customer App. Each such advertisement video shall deposit a number of Digital Coins as mentioned on the advertisement video in the MyRik Wallet of the Customer.
- 4.2.6. The earned Digital Coins shall be deposited in the MyRik Wallet on the MyRik Customer App which can be later used by the Customer for the payment of Passenger Services availed by them on the MyRik Customer App.
- 4.2.7. The Digital Coins in the MyRik Wallet of the Customer shall not be transferable in nature. Such Digital Coins are not eligible for the payment of any transactions apart from transactions being made for the Passenger Services by the Customer on the MyRik Customer App.

4.3. Location-based Services

- 4.3.1. For the purpose of availing the Passenger Services, the Customer agrees and acknowledges, that location information regarding the Customer for receiving Passenger Services shall be monitored and traced through the MyRik Customer App via GPS tracking. The pick-up and drop-off location entered by the Customer to avail the Passenger Services shall also be disclosed to the Driver as the case may be, through the Services.
- 4.3.2. Information provided by the Customer may be transferred or accessed by Persons across India. The Customer expressly consents to MyRik's use of location-based services and the Customer expressly waives and releases MyRik from any and all liability, claims, causes of action, or damages arising from Customer's use of the Services or the MyRik Customer App, or in any way relating to the use of the location-based services.
- 4.3.3. The location of the intended Ride Request and/or the Customer's location shall also be provided to the Driver via the MyRik Customer App.

5. Ride Fee, Invoicing and Payment Terms

5.1. Ride Fee

- 5.1.1. Upon completion of the Ride Request, the MyRik Customer App shall deduct appropriate number of Digital Coins from the MyRik Wallet as and when by way of fare for availing Passenger Services ("**Ride Fee**").
- 5.1.2. As a part of the Services, MyRik will arrange for a third-party payment processor or mobile payment platform to process the Ride Fee for Passenger Services.
- 5.1.3. The Ride Fee of the Customer shall be paid on the MyRik Customer App only, no cash payment for any Ride Fee shall be accepted directly by the Driver for any Passenger Services. However, the Customer may pay the Ride Fee by cash to the Driver upon the payment of which the MyRik Customer App shall credit Digital Coins equivalent to the cash amount paid by the Customer in the MyRik Wallet. The Ride Fee shall be calculated on the basis of the distance covered by the Vehicle. The Ride Fee shall be as enumerated in the MyRik Customer App.
- 5.1.4. The Ride Fee is inclusive of any tax applicable under the Applicable Laws.

5.2. Invoicing and Payment Terms

- 5.2.1. MyRik operates, and the Customer accepts, a system for receipts being issued by MyRik on behalf of the Driver for the Passenger Services completed by the Customer. The receipts, which are issued by MyRik to the Customer, shall be made available on the MyRik Customer App to the Customer. Further, the credit and debit of amounts from the Customer's MyRik Wallet shall be reflected in the MyRik Customer App. The receipts may include specific information regarding the Customer in relation to Passenger Services provided, including but not limited to the Customer's name, location, and contact information.
- 5.2.2. The Ride Fee shall be paid by the Customer through the MyRik Wallet available on the MyRik Customer App for the Passenger Services availed by them such Ride Fee shall be determined by MyRik.
- 5.2.3. The Customer shall be responsible for any tax as applicable under the Applicable Laws including taxes relating to the Passenger Services.

6. Customer's Obligations

- 6.1. The Customer shall ensure that the Services that they are availing from the MyRik Customer App for transportation is limited to the purpose of transportation only and no such Services are availed for any illegal or unlawful purposes resulting in any liability to MyRik.
- 6.2. The Customer shall treat the Drivers with all due respect at all times and not engage in any unlawful, threatening, harassing, abusive behaviour, and shall maintain the decency to not damage their Vehicle of the Driver providing the Passenger Services.
- 6.3. The Customer shall not cause any nuisance, annoyance, or inconvenience to the Drivers or any third parties including MyRik. They shall not misuse the MyRik Customer App or attempt to defraud either MyRik, Drivers or third parties.

- 6.4. The Customer shall not indulge in any fraudulent activities including, but not be limited to intentionally falsifying information, create dummy/duplicate accounts for fraudulent purposes, manipulate the settings on a phone/any other device to prevent or impair the proper functioning of the MyRik Customer App, abuse promotions and/or not use them for their intended purpose, dispute charges for fraudulent or illegitimate reasons, falsify documents, records, or other data for fraudulent purposes, or any other activity which is in contravention of Applicable Laws, is in violation of these Terms and Conditions.
- 6.5. The Customer is aware that while requesting Services through the MyRik Customer App, standard messaging charges, data charges, voice charges as applicable, of the Customer's phone network service providers shall apply, and all such charges as applicable will be borne by the Customer.

7. Use of the MyRik Customer App

- 7.1. The Customer agrees, undertakes, and confirms that its use of the MyRik Customer App shall be governed by the binding principles contained herein below. The Customer shall not host, display, upload, modify, transmit, update, or share any information that:
 - 7.1.1. belongs to another Person and to which user does not have any right to;
 - 7.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - 7.1.3. is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" under Applicable Laws;
 - 7.1.4. is misleading in any way;
 - 7.1.5. harasses or advocates harassment of another Person;
 - 7.1.6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - 7.1.7. 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;
 - 7.1.8. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
 - 7.1.9. tries to gain unauthorized access or exceeds the scope of authorized access to the MyRik Customer App or to profiles, blogs, communities, Account Information, bulletins, or other areas of the MyRik Customer App; or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - 7.1.10. interferes with another user's use and enjoyment of the MyRik Customer App;
 - 7.1.11. 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 information;
- 7.1.12. harms minors in any way; violates any law for the time being in force or impersonates another Person;
 - 7.1.13. threatens the unity, integrity, defence, security, or sovereignty of India, India's 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 any other nation;
 - 7.1.14. directly or indirectly, offers, attempts to offer, trades, or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any Applicable Law, rule, regulation, or guideline for the time being in force; or
 - 7.1.15. creates any liability for MyRik or causes MyRik to lose (in whole or in part) the services of TSPs for other clients or suppliers.
- 7.2. Customer 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 MyRik Customer App or any content, or in any way reproduce or circumvent the navigational structure or presentation of the MyRik Customer App or any content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the MyRik Customer App. MyRik reserves its right to bar any such activity.
 - 7.3. Customer shall not attempt to gain unauthorized access to any portion or feature of the MyRik Customer App, any other systems, or networks connected to the MyRik Customer App or to any server, computer, network, by hacking, password "mining", or any other illegitimate means.
 - 7.4. Customer shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about MyRik, the MyRik Customer App, the brand name, or domain name used by MyRik; or otherwise engage in any conduct or action that might tarnish the image or reputation of MyRik, or otherwise tarnish or dilute any of MyRik'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 MyRik. Customer agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the MyRik Customer App or MyRik's systems or networks, or any systems or networks connected to MyRik.
 - 7.5. Customer agrees not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the MyRik Customer App or with any other Person's use of the MyRik Customer App.
 - 7.6. Customer may not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the Customer sends to MyRik on or through the MyRik Customer App. Customer may not pretend that it is, or that it represents someone else, or impersonate any other individual or entity.

- 7.7. Customer may not use the MyRik Customer App or any content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of MyRik and/or others.
- 7.8. Customer shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to his Customer Account; (2) maintain independent archival or backup copies of any content posted on the Customer Account; (3) ensure the security, confidentiality and integrity of all Customer Account transmitted through or stored on the TSP's servers.
- 7.9. Customer acknowledges that MyRik is required to report cyber security incidents related information with appropriate authority, such as their identity, location, friends, etc. and relevant data in connection therewith, which report may include data of the Customers and their activities on the MyRik Customer App.

8. Disclaimer of Warranties

- 8.1. The Customer acknowledges that the use of the Services is at its sole risk. MyRik disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability, and fitness of the Services offered.
- 8.2. MyRik shall not be responsible for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of the Services or due to MyRik's failure to provide the Services at all, for any reason whatsoever whether or not beyond the control of MyRik.
- 8.3. MyRik makes no guarantees, warranties, or representations as to the actions or conduct of any Drivers. Responsibility for the decisions the Customer makes regarding availing the Services and/or the Passenger Services (with all its implications) rests solely with the Customer. Customer agrees that it is the Customer's responsibility to take reasonable precautions in all actions and interactions with any third party the Customer interacts with through the MyRik Customer App.
- 8.4. The Passenger Services availed through the MyRik Customer App are entirely the responsibility of the Customer. The Customer understands, therefore, that by using the MyRik Customer App, and the Services that the Customer may be introduced to third parties that may be potentially dangerous, and the Customer's use of the MyRik Customer App and/or the Passenger Services is at the Customer's own risk.
- 8.5. By using the MyRik Customer App and the Services, the Customer assumes sole responsibility towards the products and services as availed from third parties. MyRik assumes no responsibility towards the delivery of any product or services as availed from third parties through the MyRik Customer App.
- 8.6. MyRik will not assess the suitability, legality, or ability of any such third parties and the Customer expressly waives and releases MyRik from any and all liability claims, causes of action, or damages arising from the Customer's use of the MyRik Customer App or Services, or in any way related to third parties introduced to the Customer by the MyRik Customer App and/or the Services. The Customer expressly waives and releases any and all rights and benefits under Applicable Laws.
- 8.7. MyRik makes no representation that the MyRik Customer App will be constantly available or available at all times. The Customer agrees and acknowledges that the MyRik Customer App is an online portal and is susceptible to downtimes, crashes, or other such technical issues for which MyRik shall not be responsible to the Customer in

any manner whatsoever. Nothing contained in these Terms and Conditions shall be deemed to be a warranty implied or otherwise as to the availability of the MyRik Customer App at all times.

- 8.8. The Customer agrees and acknowledges that MyRik is not responsible for the continuous availability of any services from third parties and shall not be liable for any loss or damage which may be incurred by the Customer as a result of such non-availability or as a result of any reliance placed by the Customer on the completeness, accuracy, or existence of any advertising, products or other materials on, or available from, such third parties.
- 8.9. The Customer agrees and acknowledges that MyRik is merely facilitating the Services between Customers and Drivers. It is clearly and specifically understood and agreed between the parties that there does not and shall not exist at any point of time, during the course of the Customer's usage of the MyRik Customer App, an employer-employee relationship between the Drivers and MyRik.
- 8.10. The Drivers are independent contractors. MyRik is not responsible for the behaviour, actions, or inactions of Drivers or quality of the Vehicle or the services which may be provided to the Customers by the Drivers. Any contract for the Passenger Services is exclusively between the Customer and the Driver and MyRik is not a party to the same. The Customer avails Services from the MyRik Customer App at their own risk.
- 8.11. For the avoidance of doubt, it is clarified that the MyRik itself does not provide the Passenger Services and is not a service provider. The Customer acknowledges and understands that MyRik's role is limited to that of a discovery platform by way of the MyRik Customer App which facilitates lead generation and discovery of Drivers who provide or offer to provide the Customer with Passenger Services directly and are not employed by MyRik or any of its affiliates. The Passenger Services are offered/provided at the discretion of the Drivers and the Customer can either accept the offer for Passenger Services or reject the same at their discretion.
- 8.12. EXCEPT AS EXPLICITLY STATED IN THESE TERMS AND CONDITIONS, THE SERVICES AND THE ACCESS TO THE MYRIK APP ARE PROVIDED "AS IS," AND CUSTOMER'S USE OF THE SERVICES AND THE MYRIK APP IS AT ITS OWN RISK. MYRIK (INCLUDING ANY THIRD-PARTY ASSISTING MYRIK IN PROVISION OF SERVICES) DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE PRACTICE. MYRIK DOES NOT WARRANT THAT THE SERVICES AND/OR THE MYRIK CUSTOMER APP WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

9. Term, Termination, Suspension or Deletion of Customer Account

- 9.1. These Terms and Conditions shall commence on the date of its electronic acceptance by the Customer and remain in effect until terminated in the manner specified hereinbelow.
- 9.2. Suspension or deletion of Customer Account by MyRik

MyRik reserves the right to suspend or delete the Customer Account with immediate effect without any notice, if:

- 9.2.1. MyRik is required to do so;
- 9.2.2. the TSPs suspend or terminate the Services being provided by them;
- 9.2.3. the Customer provides information, including Account Information and/or, Personal Information that is untrue, inaccurate, not current, or incomplete, or becomes untrue, inaccurate, not current or incomplete) or if MyRik has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms and Conditions and MyRik may have the obligation to intimate the relevant TSPs of the same;
- 9.2.4. it is brought to MyRik's notice or if it is discovered that the Customer is not eligible to use the MyRik Customer App and/or the Customer Account;
- 9.2.5. MyRik believes that the Customer's use of the Customer Account may be in breach of Applicable Laws;
- 9.2.6. MyRik believes that the Customer has committed a breach of these Terms and Conditions; or
- 9.2.7. MyRik believes that the Customer's use of the Customer Account may compromise and have an adverse effect on MyRik's systems or networks.

9.3. Deletion of Customer Account by Customer

- 9.3.1. Customer may at any time delete their Customer Account.
- 9.3.2. Upon the Customer selecting the option to delete their Customer Account and confirming the same, the Customer Account is deleted, and Customer shall not be able to login or access their Customer Account for any reason whatsoever.
- 9.3.3. Customers are requested to ensure sufficient back-up of their content prior to deletion of their Customer Account. However, it is clarified that the Customer's Personal Information available with MyRik shall continue to be with MyRik, if required and to the extent required to enable compliance under Applicable Laws and shall not be immediately deleted.

10. **Collection of Personal Data**

- 10.1. By using the MyRik Customer App, the Customer authorizes MyRik to collect information that can be used to identify or contact a single Person (including but not limited to, name, contact preference, telephone number, mailing address, e-mail address, location tracking, etc.) ("**Personal Information**") and other non-Personal Information about the Customer and use and/or disclose the same if MyRik believes that access, use, preservation or disclosure of such information is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request including to law enforcement and in response to a court order, (b) detect, prevent, or otherwise address fraud, technical or security issues, (c) enforce applicable terms and conditions, including investigation of potential violations thereof, or (d) protect against harm to the rights or properties of MyRik, its users or the public as required or permitted by law, (e) to protect MyRik against third-party claims. MyRik may also provide and/or disclose such information to any other trusted businesses or persons for the purpose of processing

Personal Information on behalf of MyRik. MyRik shall however, not be liable for any misuse of any Personal or non-Personal Information of the Customer by any TSP.

- 10.2. Customer agrees that the information provided on the MyRik Customer App may be stored, processed, and transmitted manually/electronically by MyRik. MyRik also agrees to provide accurate information on the MyRik Customer App and shall be liable for any damages and disputes arising due to the inaccuracy of the information.

11. Copyright, Trademark and Restrictions

- 11.1. All material of, or contained on the MyRik Customer App, including but not limited to text, design, graphics, interfaces, artworks or computer code(s) and the selection, structure, co-ordination, expression, the look, feel and arrangements of the content on the MyRik Customer App (hereinafter referred to as "**Materials**"), images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights are properties either owned by or licenced to MyRik. The names including website are owned by or licensed to MyRik and logos and all related product and service names, design marks and slogans are the trademarks or service marks of MyRik its affiliates, its partners, or its suppliers. The use of the Materials or any other content on the MyRik Customer App, except as provided in these Terms and Conditions, is strictly prohibited.
- 11.2. Customer must not sell or modify the content of this MyRik Customer App or copy, reproduce, display, publicly perform, republish, upload, post, transmit, distribute, or otherwise use such material in any way, including by email or other electronic means and whether directly or indirectly and also, the Driver must not assist any other Person to do so, for any public or commercial purpose.
- 11.3. A single copy of the Materials may be downloaded or otherwise copied from the MyRik Customer App for the Customer's own personal, non-commercial use only, provided however, that all copyright and other proprietary notices are kept intact. Any further copying, reproduction, publication, posting, transmission, or distribution of any part of the MyRik Customer App in any way is strictly prohibited. Except as provided herein, no license or right, express, or implied, is granted to any person under any intellectual property right. Modification of the Materials or use of the Materials for any other purpose is a violation of copyright and other proprietary rights of MyRik.

12. Third Party Software

- 12.1. MyRik reserves the right to modify, change, or discontinue any Third Party Software at any time, and Customer agrees to cooperate in performing such steps as may be necessary to install any updates to the Third Party Software. The Third Party Software is neither sold nor distributed to the Customer, and the Customer may use the Third Party Software solely as part of the MyRik Customer App. Customer may not use the Third Party Software outside of the MyRik Customer App.
- 12.2. MyRik may provide Customer's Personal Information to the TSPs only to the extent as required to provide the Third Party Software. Customer acknowledges and agrees that Customer's use of the Third Party Software is subject to MyRik's agreement(s) with the TSPs.
- 12.3. In addition, if the Third Party Software is accompanied by or requires consent to a service or license agreement from the TSPs, Customer's use of the Third Party Software is subject to such service or license agreement. Customer may not download, install, or use any Third Party Software that is accompanied by or requires consent to a service or

license agreement from a TSPs, unless the Customer first agrees to the terms and conditions of such service or license agreement.

- 12.4. Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third Party Software. Customer may not reverse engineer, decompile, or disassemble the Third Party Software, except and only to the extent that such activity is expressly permitted by Applicable Laws.
- 12.5. Customer acknowledges and agrees that MyRik and/or the TSPs make no representations or warranties about any Third Party Software offered in connection with the Services, and expressly disclaims any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third Party Software.
- 12.6. Customer acknowledges and agrees that any Third Party Software will be supported by MyRik and not by the TSPs.

13. Services provided by TSPs and TSP's policies

- 13.1. The Website and Customer Account may contain components of services provided by TSPs.
- 13.2. This MyRik Customer App and Customer Account may contain links to the programming interface of the third parties, which may take over from the Customer and link the Customer to the portal of such third parties to process user request and complete the services.
- 13.3. Any access to and use of such linked services or programming interface is not governed by these Terms and Conditions, but instead shall be governed by the policies of those TSPs. MyRik shall not be responsible for the information practices of such TSPs.
- 13.4. Customer Account may include or link to services that are being provided by third parties ("**Third Party Services**"). Driver's use of such Third Party Services shall be governed by the terms and conditions of use and privacy policy applicable to the corresponding TSPs.
- 13.5. Notwithstanding the generality of the above, Customer agrees that the MyRik Customer App and Customer Account allows the below mentioned TSPs to have access to and connect to the MyRik Customer App and/or Customer Account, and in light of the same, the Customer shall also be bound by the applicable policies of such TSPs, to the extent applicable and the same shall be deemed to be incorporated herein. Customer are required to read, understand, and agree to the same.
- 13.6. MyRik does not screen or investigate Third Party Services before or after including/linking it to the MyRik Customer App and/or Customer Account. Further, MyRik may in its sole discretion and without any obligation, verify any updates, modifications, or changes to any Third Party Services included/linked to the Customer Account, wherever deemed appropriate by MyRik, but shall not be liable for any delay or inaccuracies related to such updates.
- 13.7. MyRik does not endorse any advertising, products, or other materials on or available from such TSPs and assumes no responsibility or liability for any Third Party Services. Third Party Services does not reflect the views of MyRik or that of MyRik affiliate companies, branches, employees, officers, directors, or shareholders.

14. Limitation of Liability

- 14.1. IN NO EVENT SHALL MYRIK, ITS AFFILIATES, GROUP COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ANY THAT MAY RESULT FROM (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (II) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF MYRIK'S SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS MYRIK CUSTOMER APP, (V) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS MYRIK CUSTOMER APP OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS MYRIK CUSTOMER APP, (VI) ANY CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE, OR OTHERWISE OBJECTIONABLE, AND/OR (VII) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF CUSTOMER'S USE OF THIS MYRIK CUSTOMER APP OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2. Notwithstanding anything contained in these Terms and Conditions or elsewhere, MyRik shall not be held responsible for any loss, damage, or misuse of the Customer's Personal Information, if such loss, damage, or misuse is attributable to a Force Majeure Event. For the purposes of these Terms and Conditions, a "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of MyRik and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, epidemic, pandemic, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, and any other similar events not within the control of MyRik and which MyRik is not able to overcome.
- 14.3. Subject to the above and notwithstanding anything to the contrary contained in these Terms and Conditions, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of MyRik *vis-à-vis* any Customer, regardless of the form of claim, be INR 100/- (Rupees One Hundred only).
- 14.4. The foregoing limitations of liability will apply to the fullest extent permitted by law, notwithstanding the failure of essential purpose of any limited remedy herein and shall survive any termination or expiration of this Terms and Conditions or Customer's use of the MyRik Customer App.

15. Remedy

Termination or expiration of these Terms and Conditions, in part or in whole, shall not limit MyRik from pursuing other remedies available to it, nor shall MyRik be liable to the Customer for any damages resulting solely from termination as permitted herein.

16. Indemnity

- 16.1. The Customer shall indemnify and hold harmless MyRik, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of: (i) any breach or alleged breach by the Customer of the Terms and Conditions; (ii) any harm to the reputation and goodwill of MyRik; (iii) any claim of violation of intellectual property of a third party by Customer's usage of the MyRik Customer App; and/or the Services in a manner not permitted under these Terms and Conditions; and (vii) fraud, negligence, and misconduct of the Customer.
- 16.2. MyRik does not and will not assess nor monitor the suitability, legality, ability, of any Drivers and Customer expressly waives and releases MyRik from any and all liability, claims or damages arising from or in any way related to the Drivers. MyRik will not be a party to disputes, negotiations of disputes between Customer and the Driver. Responsibility for the decisions made by the Customer regarding the Services and/or the MyRik Customer App (with all its implications) rests solely with and on the Customer. The Customer expressly waives and releases MyRik from any and all liability, claims, causes of action, or damages arising from Customer's use of the Services and/or the MyRik Customer App, or in any way related to the Drivers introduced by the Services and/or the MyRik Customer App.
- 16.3. The Customer shall be liable to indemnify and hold MyRik harmless against all damages, losses, costs, and expenses incurred by MyRik as a consequence of any complaint from any third parties/ Drivers received by MyRik with respect to the Customer.
- 16.4. IN NO EVENT WILL MYRIK BE LIABLE FOR ANY, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE TO THE CUSTOMER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

17. Applicable Law

The Terms shall be governed by and interpreted and construed in accordance with the laws of India.

18. Jurisdiction and Dispute Resolution

Any dispute or disagreement arising out of these Terms and Conditions including but not limited to issues relating to the rights and liabilities of both the Customers and/or MyRik, interpretation of these Terms and Conditions, and all such other issues arising out of these Terms and Conditions shall be subject to the jurisdiction of the courts at Mumbai.

19. Contact Us

Please send any questions or comments (including all inquiries related to trademark/ copyright infringement) regarding the MyRik Customer App or the Services at the name and contact details of the concerned person provided below:

Name: MyRik Banda
Contact No.: help@myrik.in

20. Grievance Officer

20.1. In accordance with Information Technology Act 2000 and rules made thereunder and the Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

Name: Mr. Yatish Gupta
Designation: Chief Grievance Officer
Email: yatish@myrik.in

Timings: Monday to Friday (9:00 AM to 6:00 PM) (on all working days)

20.2. In the event of any complaint or any issue raised by the Customer, the same shall be acknowledged and redressed by the Grievance Officer within the timelines specified under Applicable Laws.

21. Miscellaneous

21.1. Certain terms may be defined in these Terms and Conditions and wherever such terms are used in these Terms and Conditions, they shall have the meaning so assigned to them.

21.2. For the purpose of these Terms and Conditions words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

21.3. The titles and headings of these Terms and Conditions are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.

21.4. Each covenant and agreement in these Terms and Conditions shall be construed for all purposes to be a separate and independent covenant or agreement.

21.5. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

21.6. Modification

21.6.1. When the Customer avails the Services, Customer will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms and Conditions and shall be considered as a part of these Terms and Conditions. MyRik reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions, at any time without any prior written notice to the Customer. It is the Customer's sole responsibility to review these Terms and Conditions periodically for updates or changes. The Customer's continued use of the MyRik Customer App following the posting of changes shall be deemed to mean that the Customer accepts and agrees to the revisions. As long as the Customer complies with these Terms and Conditions, MyRik

grants the Customer a personal, non-exclusive, limited privilege to enter and use the MyRik Customer App.

21.6.2. In addition, MyRik may occasionally notify user of changes or modifications to these Terms and Conditions by email. It is therefore very important that the Customer keep Customer's Account Information, including Customer's email address, updated. MyRik assumes no liability or responsibility for Customer's failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

22. Glossary

For the purposes of these Terms and Conditions, the following terms shall have the meaning ascribed to them below:

- (i) "**Applicable Laws**" shall include all laws, statutes, ordinance, regulations, guidelines, policies, and other pronouncements having the effect of law of all or any applicable jurisdictions by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law within the territory of India.
- (ii) "**Customer**" means any Person who accepts these Terms and Conditions and seeks to avail Services on the MyRik Customer App by creating a Customer Account.
- (iii) "**Driver**" shall mean the independent persons registered on the MyRik Driver App to provide Passenger Services to the Customers and towards this purpose have completed all onboarding formalities as required by MyRik.
- (iv) "**Digital Coins**" shall mean electronic coins issued by MyRik to the Customer only for the purpose of the payment of Ride Fee for Passenger Services on the MyRik Customer App.
- (v) "**MyRik Customer App**" shall mean a computer program designed to run on smartphones and tablets i.e., a mobile application available at URL – <https://play.google.com/store/apps/details?id=com.arohana.myrick.rider>.
- (vi) "**MyRik Driver App**" shall mean a computer program designed to run on smartphones and tablets i.e., a mobile application available at URL- <https://play.google.com/store/apps/details?id=com.arohana.myrick.driver>.
- (vii) "**Passenger Services**" shall mean the services of pick-up and drop off of Customer from one place to another availed by the Customer from Drivers through the MyRik Customer App.
- (viii) "**Person**" shall mean and be deemed to include any individual, firm, company or other corporate body, government authority, joint venture, association, partnership, or other entity (whether or not having separate legal personality).
- (ix) "**Ride Request**" means any request received from the Customer for availing Passenger Services on the MyRik Customer App.
- (x) "**Services**" means the provision of a technology platform by the name of "MyRik" providing access to its users for availing Passenger Services and includes access

to the MyRik's mobile app and related support services as may be updated or modified from time to time.

- (xi) **“Third Party Policies”** shall mean these Terms and Conditions (*as amended, modified, or restated from time to time*) read with policies of TSPs (*as defined below*), including but not limited to the Third Party Policies enumerated under Clause 13 of these Terms and Conditions.
- (xii) **“Third Party Software”** shall mean any software or application developed or owned by a TSP that MyRik may contract from time to time.
- (xiii) **“TSPs”** shall mean, third party service providers, as applicable, whose services are used in addition to or in conjunction with the Services.
- (xiv) **“Vehicle”** means a special purpose battery operated vehicle having three wheels and intended to provide last mile connectivity for transport of passengers and for carrying goods for hire or reward.

	I have read, understood, and accepted the Terms and Conditions
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