

TERMS AND CONDITIONS - RIDER

INTRODUCTION:

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the “I ACCEPT” button, you are consenting to be bound by these Terms & Conditions for Captain for using the Platform. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS & CONDITIONS BEFORE YOU USE THE SERVICE OF THE PLATFORM, AS YOU SHALL BE BOUND BY ALL THE TERMS & CONDITIONS CONTAINED HEREIN upon clicking on the “I ACCEPT” button. If You do not accept any of the Terms & Conditions, then please do not use the Platform or avail any of the services being provided therein. YOUR AGREEMENT TO THE TERMS & CONDITIONS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND RYEDR IN RESPECT OF THE SERVICES OF THE PLATFORM.

Your engagement with Ryedr to use the services of the Platform are subject to your acceptance of these Terms & Conditions. Ryedr reserves the right, at its sole discretion, to change, modify, add or remove these Terms & Conditions, in part or in whole, at any time, without prior notice to You. It is your responsibility and duty to check the Terms & Conditions periodically for changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the changes. As long as You comply with these Terms & Conditions, Ryedr grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the service on the Platform.

1. DEFINITIONS

All of the defined and capitalized terms in these Terms & Conditions for Rider/ User (T&C) will have the meaning assigned to them herein below:

- **“Account”** means the account created by the User on the Platform after successful registration, which enables the User to access the Services.
- **“Device”** means any device including but not limited to smartphones, tablets, desktop computers, or laptops used to access or interact with the Platform.

- **“Captain”** shall mean and include such individual and/or the independent third-party service provider who accepts the Service Request made by the User through the Platform and provides the Transportation Services to the User.
- **“Cancellation Fee”** shall mean the fare payable by the Rider towards cancellation of a booking made by a Rider.
- **“Effective Cancellation Date”** is the date on which the cancellation request is confirmed and processed by the Company.
- **“Information”** includes, but is not limited to, any personal data, sensitive personal data or information, or any other details provided by the User or collected in accordance with the Privacy Policy of the Company.
- **“Platform”** means the website (<https://ryedr.com>) and/or the Ryedr mobile application made available by the Company, which enables the User to access and use the Services.
- **“Services”** means the facilitation of Transportation Services by the Company through the Platform, including but not limited to forwarding the User’s Service Requests to Captains and providing such other services as may be made available by the Company on the Platform from time to time.
- **“Service Request”** means the booking request made by the User through the Platform for availing Transportation Services from a Captain.
- **“Service Types”** include: (i) Daily Ride: Point A to Point B rides; (ii) Rental Ride: Hourly package-based local ride; and (iii) Outstation Ride: Intercity or long-distance travel with return or one-way options.
- **“Subscription”** refers to the fee-based plan that provides Customers with benefits such as ride discounts, priority booking, zero surge, or promotional offers.
- **“Refund”** refers to the return of a portion or full amount of the Subscription fee under qualifying conditions.
- **“Ryedr”** or **“Ryedr Cab Partner”** or **“We”** or **“Us”** or **“Our”** or **“Company”** shall mean Prakydr Tech Pvt. Ltd., a company incorporated under the Companies Act 2013, and having its registered office at 7HF-8/2, C/o Dewal Chakraborty, BH Colony, NBCC Tower, Bahadurpur, Patna-Bihar 800026, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
- **“Terms”** means these terms and conditions, including any future modifications or amendments made by the Company and notified on the Platform.

- **“Transportation Services”** means the services provided by a Captain for transporting the User from one location to another as per the Service Request.
- **“Total Ride Fee”** shall include the Fare, the Convenience Fee, Additional Fee (if any) and the Cancellation Fee (if any), reflected on the Platform and such other fee, as may be applicable.
- **“User”** means a rider or person who has an Account on the Platform.
- **“Vehicle”** shall mean three-wheelers (**“Auto”**), four-wheelers (**“Cab”**), and two-wheelers (**“Bikes”**).

2. SCOPE OF SERVICES AND FARES

- 2.1. You will be required to pay charges for the Services used by you directly to the Captain. The rates of the Services and any cancellation fee, if applicable, will be notified on the Platform.
- 2.2. The Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
- 2.3. Ryedr shall display an estimated ride fare range based on market rates that apply to the route and approximate distance on the Platform which you may use as guidance for you to quote or accept the ride fare. However, Ryedr makes no guarantee or warranty with respect to the accuracy or reliability of the ride fare displayed and is merely provided for guidance.
- 2.4. Ryedr provides the following services and fares:
 - 2.4.1. **DAILY RIDE:**
 - 2.4.1.1. Point-to-point rides within a given city.
 - 2.4.1.2. Ryedr shall charge Convenience Fee or Access Fee for the Service which shall be determined and amended at the sole and absolute discretion of Ryedr. The Convenience Fee or Access Fee (if any) shall be payable by you to Ryedr and shall be informed to you before you begin your ride.
 - 2.4.1.3. Total ride fee may comprise one or more of the following components that shall be levied to the ride based on various parameters including but not limited to distance travelled, time taken for the ride, city in which the ride is hailed, time of the day, availability of Captains nearby –
 - 2.4.1.3.1. Minimum fare
 - 2.4.1.3.2. Base fare
 - 2.4.1.3.3. Per kilometer fare (based on the total distance of the ride)
 - 2.4.1.3.4. Per minute charges (based on the time taken to complete the ride)
 - 2.4.1.3.5. Surge charges (when applicable, additional charge applied in the situation where the demand is more than the available supply.)

2.4.1.3.6. Past dues (if any);

3. USER ELIGIBILITY

In relation to your use and access of the Platform or for availing the Services, you represent, warrant, and provide the following undertakings:

- 3.1. For the purposes of registration/creation of an Account on the Platform, you confirm that you are 18 years of age.
- 3.2. The Service is not available for use by persons under the age of 18.
- 3.3. For the purpose of registration you shall provide the present, valid, true and accurate name, email ID, phone number and such other Information as may be required by Ryedr from the User from time to time for registration on the Application.
- 3.4. You are not restricted by any legal, regulatory, judicial, quasi-judicial or other authority, to access the Platform or avail the Services, including to enter into transactions contemplated for availing the Services.
- 3.5. We reserve the right to terminate, suspend, or limit access to the Services in the event we are unable to obtain or verify this Information. If you create more than one account per User, Ryedr has the right to terminate such accounts.
- 3.6. When you provide any Information to Ryedr, you agree to provide only true, accurate, current and complete Information. You understand and acknowledge that the responsibility to provide correct Information, including the contact information, bank account details, etc., as required in connection with the Services, lies solely with you. You must take all caution to ensure that there are no mistakes and errors in the Information you provide.

4. BOOKING AND RIDE USAGE

- 4.1. You must register on the Platform and create an account on the Platform (“**Your Account**”) by providing accurate Information as sought during the registration process. You are solely responsible for maintaining the confidentiality of your credentials (username, password, etc.) provided upon registration and the Company is not liable for any loss you may incur as a result of someone else using Your Account, either with or without your knowledge.
- 4.2. Your Account cannot be transferred, assigned, or sold to a third party.
- 4.3. You agree to accept responsibility for all activities that occur in or from your Account. You agree to establish reasonable security procedures and controls to limit access to the password or other identifying information of your Account to unauthorized individuals, which includes choosing passwords and

other credentials in a manner that will protect the security of your Information. Your credentials include your username and password to Your Account and to any third-party account you have used to login to Your Account.

- 4.4. You agree to inform us immediately if you have any reason to believe that your login credentials have become known to anyone else, or if the password or Your Account is being or is likely to be used in any unauthorized manner.
- 4.5. Ryedr will not be liable for any breach of security or unauthorized use of Your Account.
- 4.6. Ryedr shall, upon receiving the booking request from You, proceed to confirm or decline the booking based on the availability of Captains at the pickup time and location, which shall be informed to You via the application or SMS or email. In the event the booking is confirmed, You shall check the booking details including but not limited to pick up time and pick up place, and if there is incorrect detail, the same needs to be informed to us immediately.
- 4.7. Upon confirmation of booking, a One Time Pin (OTP) shall be provided on the Application, which shall be further shared by the User with the Captain. In the event that the User does not provide OTP to the Captain, Captain shall not be responsible for not starting on the services.
- 4.8. For the avoidance of doubt, it is clarified that the Company itself does not provide the Transportation Services and only facilitates these services through the Platform. It is the Captain who is responsible for rendering the Transportation Services to you.
- 4.9. At the end of the trip for the Transportation Services, the Company will facilitate for you to receive a copy of the invoice from the Company on your registered e-mail account with the Company.

5. CANCELLATION POLICY AND REFUNDS

Ryedr may levy extra cancellation charges in connection with the services in the following events:

5.1. User cancellation

- 5.1.1. If the User cancels before Captain is assigned, no charges shall be applicable.
- 5.1.2. If the User cancels after Captain is assigned or route: ₹50 or 10% of the estimated fare, whichever is higher fee shall be applicable
- 5.1.3. If the User cancels after OTP is shared or Captain reaches location: a cancellation fee of ₹50 or 10% of the estimated fare, whichever is higher fee or more depending on ride type, shall be applicable.

5.2. No-show cancellation

5.2.1. If the User fails to show up and provide the OTP to the Captain within 10 minutes of Captain arrival at the pickup location, it is considered a no-show and applicable cancellation fee applies.

5.3. Ryedr cancellation

5.3.1. Ryedr may cancel a ride if no Captain is available or in case of emergency. No charges shall be applied to the Customer in this case.

5.3.2. Refund requests must be raised within 72 hours of the ride.

5.3.3. Refunds for overcharges or failed rides will be processed within 7–10 working days.

6. RATINGS AND FEEDBACK

6.1. Users may rate Captains and provide feedback on the Services through the Ryedr Platform.

6.2. Repeated low ratings, abusive, or fraudulent use of the feedback system may result in account restrictions, suspension, or termination at the discretion of Ryedr.

7. USER CONDUCT

In relation to your use and access of the Platform or for availing the Services, you represent, warrant, and provide the following undertakings:

7.1. You will treat the Captain with respect and not cause damage to their Vehicle or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their Vehicle.

7.2. You will not impair the proper operation of the Platform and you will not use any device, software, routine, file or other tool or technology, which includes any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage, interfere with or affect functionality or operation of the Platform or the Services, to surreptitiously intercept or expropriate any system, data or information in connection with the Services or as hosted/available on the Platform, or to affect the operation of any other websites or the internet;

7.3. You will not indulge in any fraudulent activities including, but not limited to intentionally falsifying Information, create dummy/duplicate accounts for fraudulent purposes, manipulate the settings on a phone/Device to prevent or impair the proper functioning of the Platform, 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, or is not intended or permitted under these Terms; and

- 7.4. You will use the Services for lawful purposes and in compliance with applicable laws, and refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation and will comply with all applicable laws of India.
- 7.5. We will not be responsible to verify the accuracy of the Information provided by you.
- 7.6. We reserve the right to terminate, suspend, or limit access to the Services in the event of any violation.

8. SAFETY & SUPPORT

- 8.1. All transportation services are GPS-tracked in real-time.
- 8.2. SOS panic button is available for emergencies and maybe be used via the Application.
- 8.3. Masked calling system is used, where in the phone number of the User is not visible to the Captain, for privacy.
- 8.4. Any opinions, issues, or suggestion regarding the Platform and / or Services can be provided / resolved by reaching out to the customer care number or email mentioned below.
 - a) Support Email: support@ryedr.com
 - b) Helpline: To be shared
 - c) Grievance Officer: Shivani Kumari
 - d) E-mail: support@ryedr.com
 - e) Registered Office: C/o PRAKHYAT KUMAR A-3, P C Colony, K Sector, Sampatchak, Patna, Bihar – 800020.
 - f) Corporate Office: C/o PRAKHYAT KUMAR A-3, P C Colony, K Sector, Sampatchak, Patna, Bihar - 800020.

9. LIMITATION OF LIABILITY

- 9.1. Ryedr bears no responsibility and liability for delays and losses suffered by You or caused to You as a consequence of the breakdown of the Vehicle, and/or traffic and/or weather and/or the substitute Vehicle. You must book Your Ride after taking into account the check-in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, car breakdowns and other unexpected delays.
- 9.2. Ryedr shall not be liable for You missing trains/flights/events or delays etc. as the Service is dependent on many factors not in Ryedr's control.
- 9.3. Ryedr shall not be liable for any damages resulting from the use of or inability to use the Platform, including damages caused by wrong usage of the

Platform, error in call center number, network issues, malware, viruses or any incorrectness or incompleteness of the Information or the or Application.

- 9.4. You shall take full responsibility of Your items and luggage. In case of lost items inside the Vehicle during the journey, Ryedr will try to locate the items on a “best-effort” basis but is not responsible for the same in case of loss or damage to the same.
- 9.5. If You leave any goods in the Vehicle or have any complaint in respect of the Services or the use of the Vehicle, you have to inform Ryedr of the same in writing within 24 (twenty-four) hours of using the Vehicle or the Services of Ryedr.
- 9.6. The Company is not responsible for the behaviour, actions, or inactions of Captain or quality of Vehicle which may be provided to you. Any contract for the provision of Vehicle and/or for the Services is exclusively between you and the Captain and the Company is not a party to the same.

10. TERMS OF TERMINATION

- 10.1. Ryedr is entitled to terminate your access to the Platform at all times and with immediate effect (by disabling your use of the Platform and the Service) if you: (a) violate or breach any term of these Terms, or (b) in the opinion of the Company, misuse of the Platform or the Service, or (c) if there is reason to believe that the account is used fraudulently.
- 10.2. The Company’s failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of the Company’s rights.

11. AMENDMENTS

- 11.1. The Company may change these Terms from time to time. If the Company makes any changes to these Terms that it deems to be material, the Company will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Terms posted to the Platform from time to time to see if it has been changed.
- 11.2. The updated version of these Terms will supersede the previous version and such updated version will be immediately effective upon being posted on the Platform. The continued use of the Platform following the notification of modification of the Terms or after being updated on the Platform will be construed to mean the acceptance of the said modified Terms.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement is governed by the laws of India.

- 12.2. All disputes arising out of or in relation to this Agreement will be settled amicably by the parties. In the event, no amicable settlement is arrived at within a period of 15 (fifteen) days from the date of first initiation of the dispute by one party to other, the parties will resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996.
- 12.3. The arbitration proceedings will be conducted by an arbitral tribunal comprising of a sole arbitrator appointed by Ryedr.
- 12.4. The decision and award determined by such arbitration will be final and binding upon the Parties.
- 12.5. The arbitration proceedings shall be conducted in English and the venue and seat of the arbitration shall be Patna. The arbitrator shall pass a reasoned award in writing within six (6) months of the date of the appointment of the presiding arbitrator.
- 12.6. The present clause shall survive the termination or expiry of this Agreement.