

TERMS AND CONDITIONS

This document sets out the terms and conditions for renting vehicles from M/s Ridengine, a company incorporated under the Companies Act, 2013, with CIN U72200HR2015PTC055601 (hereinafter referred to as "Ridengine" which expression shall unless repugnant to the context or meaning include its heirs and successors).

Upon accepting the terms and conditions as set out hereinafter, the User agrees and acknowledges that: 1. Ridengine has established a website having the registered domain address as www.Ridengine.com ("Website") where the terms and conditions of use of vehicles provided by Ridengine have been displayed. 2. The User has read and understood the terms and conditions as set out herein and agrees to abide and be bound by such terms and conditions including those relating to rental of cars, fee schedule and privacy policy and confidentiality terms. Ridengine reserves the right to change the terms of this Agreement from time to time with the provision of notice to the User which shall be considered given when these terms and conditions are updated on the Website, iOS / Android apps. The User agrees that the amended terms and conditions of this Agreement shall be effective and binding on the date when such change is posted on the Website. 3. The provision of vehicles to the User is subject to the acceptance by the User of all the terms and conditions as set out herein. In the event that the User does not accept any term and/or condition as provided herein or as may be amended, the User will not be authorized to use any vehicles or services provided by Ridengine. For the avoidance of doubt it is clarified that use of any vehicles or services provided by Ridengine would signify an acceptance by the User of all the terms and conditions including as set out herein including any terms and conditions as may be amended, substituted or novated from time to time.

1. **Definitions and Interpretations 1.1.** Definitions Unless the context otherwise requires, the following capitalized words as used in these Terms shall have the meaning as respectively assigned to such terms hereunder: "Applicable Laws" shall mean and include, all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority (as defined below), tribunal, board, court or a recognised stock exchange of India; "Governmental Authority" means any governmental or statutory authority, government department, agency, commission, board, tribunal, court or other entity, authority or body authorized to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, a government or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction pursuant to Applicable Laws; "User" shall mean any person who has formally enrolled to use Ridengine's vehicles and/or services, pursuant to the completion of usage formalities and acceptance of the terms and conditions as set out herein. "Non-Reserving User" shall have the meaning as specified in Clause 6.3; "Reserving User" shall have the meaning as specified in Clause 6.3; "Ridengine Vehicle" shall mean a vehicle provided by Ridengine for rental to its Users on the terms and conditions as set out herein. "Scheme" shall mean the Ridengine car-club scheme as floated by Ridengine pursuant to which the Ridengine Vehicles are provided to Users for self drive purpose. "Terms" shall mean these terms and conditions as may be updated, altered, modified, novated, substituted or replaced from time to time; "Website" shall have the meaning as set out in Recital 1 above.

1.2. Interpretations In these Terms (including its Recitals, Clauses and Schedules), except where the context requires otherwise, these Terms will be interpreted as follows: (a) words denoting the singular include the plural and vice versa and words denoting a particular gender include all other genders; (b) the headings are inserted for convenience only, and shall not affect the construction or interpretation of any provision of these Terms; (c) references to Recitals, Clauses, Sub-Clauses thereof and Schedules, unless a contrary intention appears, are to the recitals, clauses, sub-clauses and schedules to these Terms, respectively; (d) a reference to consent or approval or similar connotation, unless expressly stated otherwise, shall be in writing, and references to writing include any mode of reproducing words in a legible and non-transitory form; (e) a reference to any document (including these Terms) is to that document as amended, consolidated, supplemented, novated or replaced from time to time; (f) a reference to a statute or statutory provision includes, to the extent applicable, at any relevant time: (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and (ii) any subordinate legislation or regulation / rules made under the relevant statute or statutory provision; (g) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings; (h) the rule of construction, if any, that a contract should be interpreted against the party responsible for the drafting and preparation thereof, shall not apply; (i) the expressions “hereof”, “herein” and similar expressions shall be construed as references to these Terms as a whole and not limited to the particular section or provision in which the relevant expression appears; (j) the words “include” and “including” will be read without limitation; (k) references to Rupees and Rs. are references to the lawful currency of India; and (l) the Schedules form an integral part of these Terms and shall be construed and shall have the same force and effect as if expressly set out in the body of these Terms.

2. Enrollment as User 1.1. By accepting these Terms and Conditions, the User has agreed to enroll as a User under the Scheme to avail the facility for rental of Ridengine Vehicles. **1.2.** The User further acknowledges and understands that he/she shall not at any time challenge any of the provisions of these Terms or the contents of the Website on the premise that the terms and conditions have not been read by the User or that the User is not aware of the enrollment formalities or that the User has not understood any provision of these Terms or the procedures, formalities, benefits rights and/or obligations as contained on the Website.

3. Persons eligible to enroll as Users 1.1. Any person desirous of enrolling as a User with the Ridengine will need to satisfy the following eligibility criteria prior to enrollment: (a) Such person must be minimum 18 years of age. (b) Such person must be an Indian citizen and must possess a valid Light Motor Vehicle (Non Transport) Indian license. (c) Such person must have a good driving record and should not have been found guilty of any offence involving moral turpitude or any offence under Motor Vehicles Act for which imprisonment for more than 6 months have been prescribed;

4. Enrollment Formalities 1.1. For the purpose of enrollment, the User shall be required to provide the necessary particulars, as indicated by Ridengine’s representatives. **1.2.** The User shall be required to provide the following documents to Ridengine’s representatives: (a) A photo of a valid driving license (b) Credit / Debit card details, if this happens to be the preferred mode of payment (c) Any other documents as may be notified by Ridengine from time to time. **1.4.**

Ridengine reserves the right to refuse acceptance of any person as a User without assigning

any reason thereto. It is clarified that in the event that any person is rejected as a User, he/ she shall not be permitted to use or rent any Ridengine Vehicle.

5. Booking of Ridengine Vehicles 1.1. The Users may choose from the vehicles which are available on the Website for the purpose of booking a Ridengine Vehicle. At the time of booking, the Users will be required to: (a) Select the Ridengine Vehicle as per their requirements; (b) Provide the start and end date and time, indicating the duration for which the Ridengine Vehicle will be required for use by the User; (c) Provide the details of the address where the vehicle needs to be delivered to the User, and where he will return the vehicle; (d) Pay the Fees for use of the Vehicle through any of the payment systems that Ridengine is using at that point of time. **1.2.** In case a User wishes to cancel a reservation or shorten the period for which a vehicle has been reserved, he must do so in advance, as outlined in the Fee Policy. **1.3.** If a User wishes to extend a reservation, such User is required to communicate request for extension to Ridengine prior to the timeline outlined in the Fee Policy. Ridengine shall have the sole discretion to allow such extension or refuse the same. A request for extension will only be permitted where: (a) the Ridengine Vehicle is available for use for the extension period (for example, it is not reserved by another User); and (b) Upon payment of Fees in advance for such extended period

6. Persons permitted to use/rent Ridengine Vehicles 1.1. The Ridengine Vehicles shall be provided on rental basis only to eligible Users. Notwithstanding anything stated herein, Ridengine shall have the sole discretion to refuse to provide any Ridengine Vehicle to any Users. **1.2.** Users shall ensure that the Ridengine Vehicles shall not be driven by, or provided for use to, any person whose eligibility has not been deemed as valid by Ridengine. **1.3.** Any User to whom a Ridengine Vehicle is provided by Ridengine on rental basis ("Reserving User") may allow another User to drive such Ridengine Vehicle ("Non-Reserving User") subject to the following conditions: (a) The Reserving User shall provide the details of the Non-Reserving User to Ridengine; (b) The Reserving User shall not be allowed to provide the Ridengine Vehicle to a Non-Reserving User for any commercial purpose; (c) The Reserving User shall continue to be responsible and liable to Ridengine to ensure that all terms and conditions as set out in these Terms are complied with by the Non-Reserving User. (d) The Reserving User shall further ensure that the information pertaining to the Non-Reserving User shall remain updated in the records of Ridengine till such time as the Ridengine Vehicle is being used by such Non-Reserving User. (e) The Reserving User shall continue to remain liable to Ridengine for due compliance of all terms and conditions as set out in these Terms including for payment of all fees and charges associated with the usage of the Ridengine vehicles.

7. Prohibited Use of Ridengine Vehicles.

Users shall not be permitted to use the Ridengine Vehicles under the following conditions and/or for the purposes mentioned hereunder. These examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Ridengine Vehicle, as determined by Ridengine in its sole discretion, may be deemed a violation of these Terms and Conditions: (a) For 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; (e) For the purpose of commission of any crime or other illegal or unlawful activity; (f) In an imprudent,

negligent, abusive manner or for any abnormal use of the Ridengine Vehicle; (g) By any person who has provided Ridengine with false information (including, without limitation, any personal information such as name, age, or address) or whose representations are determined to be false; (h)

For the purpose of driving outside the territorial boundaries of India or any prohibited areas within territory of 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 or engaging in similar activities that may be prohibited under Applicable Laws; (j) For the purpose of transportation of any goods including any flammable, poisonous, or otherwise hazardous substances;

(k) For the purpose of transporting objects that could – due to their size, shape, or weight – adversely impact the vehicle’s handling safety or that could damage the interior of the Ridengine Vehicle or, by virtue of such object/s protruding outside, affect the safety of vehicles driving in the vicinity of the Ridengine Vehicle. (l) Carrying more than the authorized number of persons (equal to the number of seat-belts) in the Ridengine Vehicle. (m) Use of tobacco, drugs or psychotropic substances inside Ridengine Vehicles is absolutely prohibited. Users are subject to payment of penalties if evidence of smoking, chewing, or dipping is found in Ridengine Vehicle. (n) Burning any substance including tobacco, incense etc. inside Ridengine Vehicles is absolutely prohibited. (o)

Animals are prohibited in Ridengine Vehicles. Users are subject to payment of penalties in the event it is determined that the Ridengine Vehicles have been used for transportation of animals.

8. Obligations of the User

1.1. By accepting the Terms as set out herein, the User hereby authorizes Ridengine to obtain the User’s driving records from the jurisdiction in which the User is licensed.

1.2. User shall be responsible for providing and maintaining their account information with Ridengine including details such as their current email, mobile number, address, and such other information as may be necessary for the purposes of this agreement.

1.3. Users shall be responsible for keeping any Ridengine-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 User will be responsible for any associated costs and/or damages in connection with unauthorized use by third-parties. If a User has reason to believe that a third-party may have obtained unauthorized knowledge of a password and/or PIN, User agrees to change the compromised password and/or PIN as per the procedure provided on the Website.

1.4. When using a vehicle, every User must follow the owner's manual instructions provided in the vehicle’s glove compartment. If a problem arises that prevents or limits the use of the vehicle or that may compromise people's safety, every User must immediately notify Ridengine and follow the instructions provided by Ridengine.

1.5. Vehicle Pick-Up and Return

(a) Prior to taking possession of a Ridengine Vehicle, it shall be the responsibility of every User to do an exterior walk-around and an interior look-over of the vehicle.

(b) User’s shall be permitted to test drive the Ridengine Vehicle to ensure that there is no damage or abnormality encountered in the operation of the vehicle. In case such an abnormality or damage is found, User shall be required to intimate Ridengine of any such damage or abnormality encountered on the vehicle or in the operation of the vehicle prior to taking possession of such vehicle.

(c) It shall be the responsibility of the User to pick up the selected Ridengine Vehicle and return it secured, clean, and in good working order, at the same place, by no later than the end time of the reservation.

1.6. Vehicle Condition (a) The User is required to report to Ridengine immediately any condition that impairs the driving functionality and/or safety of the vehicle, such as performance changes, inappropriate noises, smells or driving feel, including but not limited to warning lamps, indicators, 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 etc. (b) Before performing jump start on any vehicle, the User must inform Ridengine. The User shall bear the liability for any losses arising out of a jump start (c) The User must leave the vehicle's key, key fob, or other starting device to the vehicle and the parking pass or toll payment pass in its proper position in the vehicle at the conclusion of the reservation or hand it over to the authorized representative of Ridengine. In the event that the User fails to leave the key/fob/starting device, parking pass, or toll payment pass (if applicable) in the vehicle, the same shall be informed to Ridengine immediately. If the User fails to do so and this causes inconvenience to another User, such User shall be charged the hourly rate and late fees (as outlined in the Fee Policy) for the vehicle until the key/key fob/starting device/parking pass/toll payment pass is returned and the User will remain responsible for the vehicle during such period. The User shall also be charged a fee at Ridengine's sole discretion, to replace any of the items missing from the vehicle. (d)

Reserving Users are responsible for all charges and costs incurred related to the Ridengine 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 return location. Ridengine vehicles must be returned no later than the end time of the reservation and the User will be required to terminate the reservation by placing a call to Ridengine's provided number to notify of such intent. (e) In the event that a Ridengine Vehicle is returned late, the Reserving User will be responsible for paying late fees, inconvenience fee and any other charges applicable as per Ridengine's Fee Policy, from the scheduled end time of the booking till the time the vehicle is recovered by Ridengine. The Users will be responsible for any and all costs, charges, fees and expenses incurred by Ridengine or any third party as a result of a breach of any of these Terms.

1.7. Stolen vehicles Information about stolen vehicles or stolen parts of the Ridengine Vehicle must be immediately reported by the User to the nearest police station with a detailed written complaint based on actual facts and a copy of the acknowledged complaint should be provided by the User to Ridengine. Users shall ensure that such information about lost vehicles 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 Ridengine. The User will be liable for any loss due to a discrepant, inconsistent or distorted complaint by the User.

1.8. Safety 1.1.1. Seat Belts and Child Restraints - User is responsible for: (a) Complying with all applicable seat belt and child restraint laws; (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 the Ridengine vehicle is driven during such trip.

1.1.2. Each time the User parks a Ridengine Vehicle (either at the end of the reservation or during the time of reservation), the User shall be responsible for securing the vehicle in conditions such as closing of windows and locking the car.

1.9. Breakdown or Incidents (a) All breakdowns or incidents pertaining to Ridengine Vehicles must be reported to Ridengine. (b) In case of an incident involving property damage or involving any third party, the User must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete Ridengine's incident report form, and obtain the following information: (i) Date, time, and place of incident; (ii) 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, driver's license numbers of the persons involved in the incident; (d) The name, address, and driver's license number of the owner of the vehicle; (e) The name, addresses, phone number of witnesses, passengers, other involved persons; (f) Circumstances of the incident describing immediate surrounding environment and car position prior to the incident; and

1.10. Traffic Violations (a) All traffic violations by a User shall be notified to the authorized representative of Ridengine as soon as possible within the prescribed deadline for the violation. (b) The User shall further notify Ridengine of any traffic violation notices found on a vehicle at the time of vehicle's delivery to User. (c) All traffic violations will be the responsibility of the User if they occur during the time period during which the User is responsible for the Ridengine vehicle. In the event of any fines or penalties imposed by any Governmental Authority for traffic violations, the same shall be borne by the Reserving Users. (d)The User shall not leave a vehicle in a zone which has parking restrictions. If the User leaves the vehicle in such a restricted zone, the User must immediately notify Ridengine, and shall be responsible for any and all violation notices or towing charges incurred by Ridengine.

9. Roadside Assistance Ridengine makes reasonable best efforts to provide roadside assistance support in all cases. If, however, a User's need for Roadside Assistance results from a breach of these Terms and Conditions, the User may be charged for the full costs of the service.

10. Payments Policy 1.1. The Users will be required to pay the Fees for the duration specified by the Users at the time when such booking is being made, or at the time of physical delivery of the Ridengine Vehicle to the User. The Fees shall be such as specified on the Website, for each Ridengine Vehicle and may be accessed by the User. 1.2. Payments by the User may be made with the use of credit card / debit card or other netbanking facilities. User is under an obligation to ensure that the account from which the amounts are to be collected have sufficient funds or credit available to cover any charges. The User is solely responsible for any associated bank or credit card charges or fees. The User may be charged a processing fee for a declined credit or debit card payment. 1.3. In the event the User defaults on any payments, Ridengine is entitled to charge remainder fees and default interest at the rate of 24% per annum. In addition, Ridengine may utilize third parties to collect amounts owed to Ridengine by a User. Ridengine reserves the right to report the delay to credit rating agencies 1.4. With all fees mentioned above, Ridengine reserves the right to prohibit a User from making a subsequent reservation until all outstanding fees in the User's account have been paid in full. In the event a fee is incurred, Users will receive an email invoice from Ridengine that will have detailed payment instructions. 1.5. Subject to User's compliance with the Terms and Conditions of this agreement, Ridengine shall provide primary liability protection, which is to the extent of claims and/or liabilities covered by Ridengine's vehicle insurance, on Ridengine vehicles for claims and/or liabilities arising out of the use or operation of the vehicle by the User. 1.6. For any associated deductible charges that are attributable to the User, and for losses that exceed the User's coverage

provided by Ridengine, User shall be responsible. Liability protection excludes any claim made by the User himself, or the user's immediate family members, or by the passengers in the Ridengine vehicle at the time of the incident. 1.7. Ridengine is not responsible for any damage to, loss or theft of, any personal property belonging to User or third-parties, regardless of fault or negligence 1.8. Under no circumstances will Ridengine be liable to any 3rd party for indirect, incidental or consequential damages arising from the use of Ridengine Vehicles and services, including this agreement. Ridengine shall not be liable to the User for any indirect, incidental or consequential damages arising from the use of Ridengine Vehicles and services, including this agreement 1.9. Every User who shall fail to comply with the terms of this agreement shall be responsible for all applicable damages and costs arising from the User's failure. 1.10. Every User shall be liable for all costs, including fines for late payment and any processing fees added by the issuing municipality in case of any traffic violations including but not limited to parking, speeding, breaking red light, photo enforcement, and toll violations User shall forthwith pay the relevant fine/s to the authority concerned and provide Ridengine with the proof of such payment.

11. **Revocation of License** Should any User's driver's license expire or be revoked, authorization to drive Ridengine vehicles shall expire immediately. Ridengine shall be notified of such revocation by the User by e-mail forthwith upon such revocation.

12. **Suspension/Termination** 1.1. Ridengine may immediately suspend or terminate the use of its service by any User who does not meet Ridengine's driving eligibility requirements or for any unreasonable or inappropriate use of a Ridengine vehicle, as determined by Ridengine in its sole discretion or for violation of any of provisions mentioned in this agreement. 1.2. Ridengine reserves the right, at its sole discretion, to suspend or terminate the use of its service by any User for inappropriate noises or driving feel, including but not limited to warning lamps, indicators, inappropriate sounds or smells, or performance changes. 1.3. Ridengine reserves the right, at its sole discretion, to suspend or terminate the use of its service by any User and shall charge a damage fee, a cleaning fee, or other applicable fees, if Ridengine is not notified of a problem at the start of reservation

13. **Indemnification** 1.1. User indemnifies and holds Ridengine, its Parent and affiliates and their respective Directors, Officers, Employees, Shareholders, Agents, Attorneys, Assigns and Successors-in-interest harmless for all losses, liabilities, damages, injuries, claims, demands, costs, Attorney fees and other expenses incurred by Ridengine arising from a breach of the Terms as specified herein:

14. **Penalty** Every User who violates the law or any of the provisions of this agreements or the rules setup by Ridengine and could face legal action and shall be responsible for all damages, liability, and fines as mentioned in the Fee Policy

15. **DATA PROTECTION** 1.1. Ridengine captures, stores, processes and uses the Customer's personal data, including, but not limited to, the usage and vehicle data as they relate to the Customer, to the extent this is necessary for the administration and implementation of this Agreement and the Customer's use of the Ridengine vehicle. 1.2. Should third-party services be used, Ridengine is entitled to forward to the third-party service provider the Customer's personal data, to the extent this is required in order to fulfill customership or use requirements. 1.3. Ridengine is entitled to provide Customer's personal data to third-parties for the purposes of providing individualized offers, services,

and other customized information to Customers. 1.4. Ridengine shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with applicable law. 1.5. Ridengine shall be entitled to disclose information of the User to Ridengine's parent company and to all companies controlled by Ridengine 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 Ridengine, in its absolute discretion. 1.6. Please refer to the Privacy Policy as contained on the Website which shall be applicable to information and/or data provided by the Users.

16. Dispute Resolution 1.1. In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between a User and Ridengine or their respective representatives or assigns under, out of, in connection with, or in relation to, these Terms (or the subject matter of these Terms) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of these Terms, (hereinafter referred to as a "Dispute"), the same shall be referred to binding arbitration at the request of the User or Ridengine, in writing, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or alteration thereof for the time being in force. The arbitral tribunal shall comprise a sole arbitrator to be appointed by Ridengine whose decision in relation to any such Dispute shall be final and binding on the Parties hereto. 1.2.

The arbitration proceedings shall be conducted in the English language. The seat of arbitration shall be in New Delhi. 1.3. The costs of arbitration shall be fixed by the arbitral tribunal and the tribunal in the final award shall specify (a) the party entitled to costs; (b) the party who shall pay the costs; (c) the amount of such costs; and (d) the manner in which the costs shall be paid. For the purpose of this Clause, 'costs of arbitration' shall mean the fees and expenses of the arbitrator, legal fees and expenses, any administrative fees and any other expense incurred in connection with the arbitral proceedings and the arbitral award. 1.4. No party or person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute save as required in order to enforce this Clause and / or any arbitral award made pursuant to these Terms.

17. Governing Law

1.1. These Terms shall be governed by and interpreted and construed in accordance with the substantive laws of India, without regard to the conflict of laws provisions thereof. The courts in New Delhi shall have exclusive jurisdiction on all matters pertaining to this Agreement. **1.2.** User must not aid or encourage the filing of any third-party claim or lawsuit against Ridengine, and User must cooperate fully with Ridengine and Ridengine's insurer in the investigation and defense of any claim or lawsuit. **1.3.** User must immediately notify and deliver to Ridengine every summons, complaint, document, or notice of any kind received by User in any way relating to an accident, theft, or other circumstances related to the Ridengine vehicle.

18. Severability 1.1. 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 these Terms had been executed with the invalid portion eliminated. The parties shall substitute for the invalid provision a valid provision that most closely approximates the intent and

economic effect of the invalid provision. 1.2. Customer represents that he or she has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in these Terms, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. 1.3. Waiver Failure to exercise and delay in the exercise of any right, power or privilege hereunder by the Company shall not operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or, remedies otherwise provided by Applicable Law. 1.4. Assignment or Transfer The rights granted to the User under these Terms are not assignable or transferable, in whole or part. Any attempt to transfer any rights without the written consent of Ridengine shall be void and shall have no force and effect. Ridengine shall have the sole authority to assign this Agreement to an affiliate or to another entity in connection with any other corporate transaction.

19. Cookies 1.1. Ridengine use various technologies, including “cookies”, to collect non-identifiable information. To enhance Ridengine’s Services, Ridengine shall use cookies, sent by Ridengine or its third party vendors, or other technologies. Users may control the effect of cookies through his/her browser settings, however some features of Ridengine’s Service may not work properly if the use of cookies is disabled. 1.2. Ridengine shall also use Web beacon or other technologies, often in conjunction with cookies, to enhance its Service on a number of pages of Ridengine’s website. A non-identifiable notice of a visitor’s visit to a page on Ridengine’s site is generated and recorded, and which may be processed by Ridengine or by Ridengine’s suppliers. To disable some of these features, Users may disable cookies in the web browser’s settings. Web beacon and other technologies will still detect visits to these pages, but the notices they generate are disregarded and cannot be associated with other non-identifiable cookie information. 1.3. Links to third party websites: Ridengine’s website may contain links to third-party websites, products, and services. Information collected by third parties may include things as location data or contact details, as governed by the privacy practices. Ridengine encourages its Users to learn about the privacy practices of those third parties. 1.4. Information Security: Ridengine take precautions – including administrative, technical, and physical measures – to safeguard its Users personal information against loss, misuse or theft, as well as against destruction, alteration, disclosure and unauthorized access but does not guarantee the complete security of such personal Information. 1.5. When a User uses Ridengine’s services or post on the Site, some of the Personal Information the User share shall be visible to other users and can be read, collected, or used by them. The User shall be held responsible for such Personal Information the User chooses to submit in these instances. The Users shall be further responsible for maintaining the confidentiality of its account and password and every User shall agree to accept the responsibility for all activities that occur under his/her account or password.

20. Contact Information

In case of any questions or concerns about the Policy or data processing, Users shall contact at:

- Email: help@Ridengine.com

Privacy Policy

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER 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.

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, TERMS OF SERVICES, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS OR TERMS OF USAGE OF www.ridengine.com (HEREINAFTER REFERRED TO AS THE "SITE").

YOUR USE OF THIS SITE, OR YOUR PROVISION TO USE OF ANY PERSONAL INFORMATION CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND ANY SUBSEQUENT CHANGES TO THESE TERMS; DO NOT USE THE SITE OR PROVIDE INFORMATION IF YOU DO NOT AGREE WITH ALL OF THE TERMS.

Privacy Notice

Though we make every effort to preserve the user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with an appropriate law enforcement investigation, current judicial proceeding, a court order or legal process served on our Site, or as required by law. We may also need to disclose the personal information to a third party for the purpose of delivery of the services to the users.

General Description

The Site may collect a user's name, postal address, telephone number, mobile number, e-mail address. Besides the above, Members intending to create an account may be asked to submit personal information including driving license, proof of identity etc. besides information pertaining to the Member's credit card/debit card or bank account details. The Site may also be required to collect the PAN card details and any such detail which is relevant to carry out the transaction. This information is requested if the user is entering into a transaction and is further used to deliver the services as has been requested by the user. The data so collected from the user shall also be used to manage the Site, and detect any fraud or site abuses.

Other personal information that we collect includes the following:

Vehicle Use Data: Vehicles will contain hardware that gathers and transmits information about vehicle use. This is done as a security measure against accident or theft and also to provide you with valuable services and information, such as other drivers' data.

Location Tracking: To prevent theft, and to allow us to locate you in case of emergency, accident, lock-out, etc., we track the location of your vehicle. Your location information will be confined to Ridengine service, and we will never impermissibly make your location or movements public. As part of our service, the location of your vehicle may be released to insurance companies, the police, or similar parties in the course of an investigation and/or accident claim, and to provide assistance in emergencies. Information regarding the location of each vehicle on Ridengine's site is also transmitted to Ridengine and can be tracked by your Ridengine-enabled smartphone.

Driver and Vehicle Information: As a customer of Ridengine's Site, you authorize us to access your driver's record, vehicle history report from all applicable entities and authorities. This authorization continues for as long as you are a Ridengine customer. Moreover, you authorize all DMVs, RMVs, auto mechanics and all other entities and interested parties to release information to us regarding your driving record and vehicle history.

You have the right to request that Ridengine discontinue use of your personal information. To withdraw your consent to our collection and processing of your information at any time, you may do so by closing your account.

Collection and Use of Non-Personal Information:

We also collect non-personal information – data in a form that does not permit direct association with any specific individual, including IP addresses, usage details and identifying technologies. We may use, transfer, collect and disclose non-personal information for any purpose. If we do combine non-personal information with personal information, the combined information will be treated as personal information for as long as it remains combined.

Aggregate Information: We may share non-personally identifiable information (such as referring/exit pages, anonymous usage data, and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain Ridengine services.

Third-party ad servers or ad networks may serve advertisements on the Ridengine Site. These third-party ad servers or ad networks may automatically receive your IP address when they serve ads to your Internet browser. They may also use other technologies (such as cookies, JavaScript, or web beacons) to measure the effectiveness of their advertisements and to personalize the advertising content. We do not provide any personally identifiable information to these third-parties without your consent. However, please note that if an advertiser asks Ridengine to show an advertisement to a certain audience and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach. The Ridengine Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers.

Normal Browsing

As with many websites, we collect certain information. When you browse, read, or download information from the Site, data is collected by the Site, including but not limited to your IP address, URL request, browser type, and date and time of your request.

We collect the IP addresses of visitors, time of access, browser type, and web pages visited. We do not collect any other information without your knowledge and permission.

Information You Provide

The Site requests personally identifiable information when you seek a query from the Contact Us Tab on the Site and is subject to the Terms of Use. Such information may be used or requested to perform research, improve usability of the site, administer mailing lists or online communities, or other activities related to the services provided by the Site. This information may include, but is not limited to, person's names, email addresses, location. The abovementioned data is collected by the Site only with the intention to conduct the business and for the facilitation of the correct and timely delivery of the products and improvement of the services. The collected data is preserved with the Site safely and is not sold/disclosed to a third party, whatsoever, beyond the terms of the privacy policy.

Disclosure of Information

Available log records and all data stored on our servers may be accessed by our system administrators. In the event that we are required by law (including a court order) to disclose the information you submit. We prefer to independently object to overly broad requests for access to information about users of our site, but we cannot assure you that we will be able to do this in all cases. If you do not challenge the disclosure request yourself, we may be legally required to turn over your information.

The data so collected by the Site may be disclosed to other companies in our group including our agents and subcontractors who help us to deliver the goods to you, collect payments from you, analyse the data and provide us with the marketing or customer service assistance. The data may also be shared for the purpose of the fraud protection, credit risk reduction, for conducting cases. In the event the business or a part of it is sold to any other entity or the business under goes a merger/amalgamation/ demerger, the relevant data may be transferred to such other new entity.

Besides the above, We reserve the right to transfer any personal information we have about you in the event that we sell or transfer all or a portion of our business or assets.

We partner with outside companies to provide you with additional services related to Ridengine, such as ride-sharing or parking benefits. When you purchase, register, or otherwise express interest in a product or service offered by a third party through Ridengine or sponsored on our site, you consent to our sharing your personal information with those parties. Participation in rewards programs, discount offers, contests, or other programs that involve third parties, authorizes Ridengine to share your personal information with those parties. A third party's use of your information is bound by contracts and agreements between Ridengine and the third party. We only share information reasonably needed to provide additional services, and such shared information may be bound by other privacy agreements. By sharing this information, you agree that Ridengine is not liable or responsible for the actions or inactions of third parties.

Security

The Site's primary goal in collecting personal information is to provide you, the member, with a potentially fulfilling experience. The information collected by the Site is protected by the use of appropriate technical and security measures to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information.

However, it is brought to your notice that when you use our services or post on the Site, some of the Personal Information you share is visible to other users and can be read, collected, or used by them. You are responsible for such Personal Information you choose to submit in these instances. For example, if you list your name and email address on the site, that information is public. Please take care when using these features. Further, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

It is however expressly clarified that we will not be responsible for any third party access to information provided by you on the Site by any third party arising as a result of any unauthorized access or use.

Log Files

Like most standard web site servers we use log files. This includes IP (internet protocol) addresses, browser type, ISP (internet service provider), referring / exit pages, platform type, date / time stamp and number of clicks to analyze trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information. The same may be used to track the behavior of the customers or identify the area of interest of the customer, which might further be useful for advertisement, promotions etc.

Cookies

As set forth above under "Normal Browsing" anonymous users may receive session cookies while visiting our Site while their browser is open. "Users" are subject to the Site's Terms of Use. Registered Users receive session cookies when they are signed into our Site. To facilitate our functions, we may use cookies to recognize when you return to our website, if any.

Posting

Posting or updating content is a public action undertaken by Member who are subject to the Ridengine Membership – Terms and Conditions as set out on the Site. For the avoidance of doubt, identification of all contributed content may include, but is not limited to, display of your name. All content may be

retained for restorative, archival, or research purposes by the Site. Editing or deleting content may alter the displayed state of the content, but will not permanently delete the content from the Site.

Other Websites

When you are on the Site and are asked for personal information by the Site, you are sharing that information with the Site only. However, material on the Site may link to independently run websites outside the domain of the Site. The Site is not responsible for the privacy practices or content of such websites. We encourage you to read the privacy policies of any websites you visit from this website as users and other members may be able to access certain information that you provide to them (e.g. your e-mail address and content that you post on the blog). The Site is not in a position to monitor or control any particular user's or community member's use of that content.

THE SITE IS NOT ENGAGED IN THE OCCUPATION OF STORING, PROCURING OR USAGE OF THE INFORMATION (USER NAMES, PASSWORDS OR EMAILS) THAT YOU MAY ACCESS BY THE USE OF YOUR SOCIAL NETWORKING ACCOUNT FOR THE PURPOSES OF LIKE, TWEETING, +1 BUTTON, OR MENTIONS AND SUBSEQUENTLY CAN'T BE HELD LIABLE FOR THE SAME.

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER 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.