|  |  |
| --- | --- |
| **Use of Vehicle with TrustRides** | |
| **Scope** | **Drivers, Passenger and Vendor** |
| **TrustRides Status** | * 1. TrustRides is a technology company which provides platform-based services and does not provide transportation, logistics, courier or any related services but provides a technology platform that enables Users of the Platform to arrange and schedule transportation and/or logistics services using the Platform. Each Driver and vendor i.e. independent third-party contractor provide the city-to-city transportation and/or logistics services via the Platform (“**Service**” and/or “Services”) and TrustRides is not liable for any such Service.   2. The Services are provided by independent vendors and drivers that we do not control and are not employees of TrustRides. Any decision to offer or accept the transportation and/or logistics services is an independent decision made in each User’s sole discretion at User’s own risk. TrustRides does not direct or control vendors and divers generally or in their provision of the Services. Any feature, process, or other effort that we undertake to enhance your enjoyment of our Platform, is not an indication of any employment or agency relationship with any User of the Platform.   3. This Agreement does not supersede or otherwise impact the enforceability of any agreements Passengers may have with Drivers regarding the Services.   4. TrustRides will reasonably keep the Platform, and its contents correct and up to date but does not guarantee that (the contents of) the Platform is free of errors, defects, malware and viruses or that the Platform is correct, up to date and accurate.   5. Unless otherwise agreed with TrustRides in a separate written agreement with You, the Services are made available solely for Passengers personal, non-commercial use.   6. The Passenger agrees and accepts that the use of the Services provided by the vendors and drivers is at the sole risk of the Passenger and further acknowledges that TrustRides disclaims all representations and warranties of any kind, whether express or implied.   7. TrustRides shall not be liable for the conduct of the Drivers. However, we encourage you to notify us of any complaints that you may have against any User that you may have interacted with via the Platform.   8. You agree to indemnify us and hold us harmless from any loss, damage, expenses, costs, harm and/or liabilities we may suffer directly or indirectly including legal costs, we may incur either to You or to anyone else arising out of You being in breach of any of the terms under the Agreement.   9. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Platform. |
| **Driver/Vendor** | * All information entered by the driver/vendor must be correct and TrustRides reserves the right to permanently terminate driver/vendor account on account of misrepresentation or malpractice. * Driver/vendor shall not represent themselves to be an agent, employee, representative or staff of TrustRides and the services provided by drivers shall not be deemed to be services provided by TrustRides. * You shall, at all times as a Driver, hold a valid driver’s license, registration certificate of the vehicle, fitness certificate and Pollution under Control “PUC” certificate of the vehicle, any other required licenses, approvals, permits and/or registration from any relevant authorities to provide your Services as a Driver using our Platform. * You shall at all times ensure that you and your vehicle used to provide services under this agreement is at all times in complete compliance of all applicable laws including relevant motor vehicle laws in the territory. We may during registration or at any point in time while you use our platform, request you to provide us a valid copy of your driver’s license, other required licenses, approvals, permit and/or registration from any relevant authorities ​​​​ * You, as the Driver, must accept offers and carry out Passenger rides only in your territory of registration. If you accept offers and carry out rides between settlements with different jurisdictions, you assume all risks of non-compliance with foreign/other state requirements in the course of transportation.​​​​​​​ * Upon receiving the request and information from the Passenger, you shall verify such request and information by yourself. The decision to accept such a request or to counteroffer the price shall be made at your own and sole discretion. You hereby agree that you as the driver/vendor shall be solely responsible to ensure that you comply with the agreed schedule and price for delivery as per in the agreed upon terms between you and the passenger.​​​​​​​ * You as the driver/vendor are responsible for the safe and timely transportation of the Passenger in the entire journey from the pickup point to the drop off location or any alternate route as applicable. You must take all necessary precautions to prevent any loss, theft and/or damage to the Passenger and/or his/her luggage during transportation. In the event of any loss or damage to the Passenger and/or his/her luggage during transportation caused due to Your negligence or any misconduct, you will be held liable, subject to any limitations or exclusions of liability provided under this agreement or applicable law.​​​​​​​ * Driver must be present at the location at least 15 mins prior to trip start time. In case driver fails to adhere to timings he is liable for a penalty and even termination of account. All such cases will be reviewed by TrustRides. ​​​​​​​ * If any user suspects a violation of the current legislation or the terms of this agreement, you may contact us at support@trustrides.com or from the designated tab in the app. * The driver at all times must ensure below things   + Ensure full tank before reaching the customer   + Driver must be properly groomed at all times (cleaned shaved, neat and clean ironed cloths)   + No alcohols during duty hours if customer insists should undergo breath test (Breath analyser should be there in every car)   + Tyre pressure check   + Spare tyre pressure   + Ensure tool kit is in car   + Ensure first aid kit (Not expired) is in car   + Ensure hazard light kit is in car   + Ensure a torch is in car   **Driver penalty conditions**   * If a driver is found using mobile phone while driving, then a penalty of Rs100 will be levied * In case it is established that driver is at fault in case of accident a fine of Rs500 will be levied * In case driver breaks traffic rules for more than 2 times in a month a fine of Rs250 for each such violation will be levied * The driver can dispute the above penalties but if found guilty may be blacklisted * Exceeding speed limit for more than 10 times during the trip will result into a penalty of Rs200   **Driver delisting conditions**   * If a driver is found using mobile phone while driving more than two times in a month then the driver will be black listed * In case it is established that driver is at fault in case of accident for more than two times in 6 months he can be blacklisted * In case driver breaks traffic rules for more than 5 times in three months he can be blacklisted * The driver can appeal against blacklisting. In case of appeal the vendor/customer relationship team will review the case to arrive at appropriate conclusion * Drink and drive   **Contacting TrustRides**   * + You can contact us via [support@trustrides.com](mailto:support@trustrides.com) or from the designate button on the TrustRides app   + Questions, comments and requests regarding this Agreement should be addressed to: [support@trustrides.com](mailto:support@trustrides.com)   + Please read, review and accept the **General Terms of Use** prior to Your use of the Platform and the TrustRides Outstation services   **Note:**Drivers who cancel the ride due to the above stipulated case will only be refunded upon the Driver notifying us at [support@trustrides.com](mailto:support@trustrides.com) or from the designate button on the TrustRides app. Refunds in such cases may take up to 30 days after the order is cancelled and reviewed by TrustRides.​​​​​​​   * Driver must ensure that all occupants of the vehicle wear safety belts * The driver must obey all traffic laws while operating the vehicle * Driving while impaired or consumption of alcohol while driving the agency vehicle is strictly prohibited * Driver must not exceed mentioned speed limit as violation may result into penalty. * Drivers should be careful, limit distractions and always use good judgment to ensure passenger safety and to prevent damage to the vehicle. |
| **Passenger** | * 1. The cost of the trip indicated at the time of booking is indicative and TrustRides try to make it as accurate as possible. The Passenger must pay the Driver the price at the end of trip based on the actual kilometres travelled, driver allowance, night charges and toll tax.   2. Toll payment for the ride shall be borne by the Passenger TrustRides does not participate and does not in any way affect the transaction and/or settlement between the Driver and Passenger, our function is limited to that of an aggregator that facilitates communication between the Driver and the Passenger   3. A separate agreement is formed between the Driver and the Passenger, when the Passenger confirms the ride. All transportation and/or logistics services on our Platform are provided by the Drivers i.e. independent third-party contractors who are not employed by TrustRides. You agree that TrustRides has no responsibility or liability to you related to any transportation, goods or logistics services provided/availed by You other than as expressly set forth in this Agreement.   4. You as the Passenger are responsible for providing accurate and complete information relating to the order booked by you, this shall include but not be limited to the pick-up and drop off address, name of passenger, correct street (the avenue, the highway, etc.), house number (including the building, structure, ownership, etc.). You bear the risks of the consequences of incorrect indication of the information necessary for the fulfilment of the ride booked via the Platform. We will not be liable for any late arrival of the Driver at the pick-up location or delay of you arriving at your drop-off point due to incorrect information provided by You. Any additional charges, including toll charges, incurred due to the wrong information provided shall be borne by You. ​​​​​​​   5. In the event that you are traveling with luggage, please ensure that the amount and weight of luggage is not excessive and will fit in the vehicle. We request you to please specify all your requirements including specifications regarding your luggage in the comment section before you book your ride using the Platform. The Driver may at his sole discretion cancel the ride if the Driver finds that the number of luggage you are carrying is excessive or it would not fit into the Driver’s vehicle. \*   6. The Passenger agrees and acknowledges that the use of the Services offered is at the sole risk of the Passenger and that TrustRides disclaims all representations and warranties of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes are fully excluded permitted by applicable law. ​​​​​​​   7. The Passenger shall ensure that he/she will not indulge in any of the following activities while availing the Service: * Soiling or damaging the exterior and/or interiors of the vehicle of the Driver used to provide the transportation Services; * Misusing, soiling or damaging any of the devices (technical/non-technical) in such a vehicle. * Asking the Driver to break any Traffic/RTO/City Police and/or government rules for any purpose. The Driver has the right to refuse such a request by the Passenger. The Driver also has the right to refuse such a pick-up. * Pressurizing the driver to overload his/her vehicle with any luggage exceeding any permissible/allowed limit. * Order Services for any unlawful or illegal purpose. |
| **Cancellation policy** | **Passenger**   * All passengers will have to pay 10% of the initial cost of the trip as indicated in the app. Such booking amount can be refunded based on below timelines.  |  |  | | --- | --- | | **Timeline** | **Refund** | | **Before 48 hours** | Nil | | **Before 24 hours** | Rs 50 | | **Before 12 hours** | Rs 300 | | **<12 hours** | Rs 500 |   **Vendors**   * All vendors are liable to pay penalty after accepting the ride based on below timelines.  |  |  | | --- | --- | | **Timeline** | **Refund** | | **Before 48 hours** | Rs 50 | | **24-48 hours** | Rs 500 | | **12-24 hours** | Rs 1,000 | | **<12 hours** | Rs 2,000 | |
|  | |
|  | |