

WHITE PLACARD MOBILITY – TERMS & CONDITIONS FOR USERS

This document is an electronic record prepared in accordance with the provisions of the *Information Technology Act, 2000* and the rules made thereunder, and therefore, does not require any physical or digital signatures.

This document is issued and published in compliance with the applicable provisions of the *Information Technology Act, 2000*, the *Motor Vehicles Act, 1988*, the *Motor Vehicles (Amendment) Act, 2019*, the *Motor Vehicle Aggregator Guidelines, 2020*, and other laws, notifications, and regulations governing electric vehicle operations, ride-hailing, and transportation services in India.

This document pertains specifically to the operation, regulation, and governance of the Electric Vehicle (EV) Cab Service operated under applicable state and central laws, and shall be construed in conformity with all relevant environmental, transport, and digital governance frameworks currently in force.

1. ELECTRONIC MEDIA

- 1.1. The domain name [<https://whiteplacard.com>] (the “Website”) and the mobile application titled “White Placard Mobility(name as decided)”, designed for use on smartphones, tablets, and computers (collectively referred to as the “Electronic Media” or the “Platform”), are owned, managed, and operated by White Placard Mobility Private Limited, a company incorporated under the *Companies Act, 2013*, having its registered office at 2nd floor, Flat No.: 2B, Sundram enclave, Sarna Toli, Morabadi, Ranchi, Jharkhand 834008 India(hereinafter referred to as the “Company” or “White Placard”).

1.2. White Placard Mobility Pvt. Ltd., is a sister Company of White Placard Systems Pvt. Ltd. (“WPS”), and is a duly incorporated and lawfully established entity licensed and authorized under applicable laws, including the *Motor Vehicles Act, 1988*, the *Motor Vehicles (Amendment) Act, 2019*, and the *Motor Vehicle Aggregator Guidelines, 2020*, to operate as an Aggregator for Electric Vehicle (EV) cab and mobility services within India, in accordance with all relevant regulatory frameworks and permissions granted by the competent transport authorities.

1.3. The Platform serves as a technology-based mobility interface that enables seamless interaction between Users seeking transportation services and Driver-Partners operating Electric Vehicles (“EVs”) registered with White Placard. The Platform facilitates the booking, scheduling, tracking, and completion of EV-based rides through its digital interface.

Without limitation, the Platform and its Services include the following key functionalities:

- a) **User Registration and Account Management** – enabling Users to create, manage, and authenticate accounts using secure digital credentials in compliance with applicable data protection laws.
- b) **Ride Booking and Allocation** – allowing Users to request EV cab rides, which are automatically matched and allocated to available Driver-Partners through algorithmic dispatch mechanisms.
- c) **Real-Time Tracking and Navigation** – integrating GPS-based tracking, navigation, and estimated time-of-arrival (ETA) features for enhanced user safety and transparency.

- d) **Digital Payments and Invoicing** – supporting multiple modes of electronic payment, generation of digital invoices, and maintenance of secure transaction records in accordance with applicable financial and IT regulations.
- e) **Driver-Partner Interface** – providing registered Driver-Partners access to ride requests, navigation support, performance analytics, and earnings dashboards.
- f) **Customer Support and Safety Assistance** – offering in-app and telephonic support, emergency assistance features, and complaint resolution mechanisms in compliance with the *Motor Vehicle Aggregator Guidelines, 2020*.
- g) **Sustainability and EV Integration** – promoting the adoption and operation of environmentally sustainable, zero-emission electric vehicles, in alignment with India’s EV policy and clean mobility initiatives.

2. LEGAL AGREEMENT

2.1 These Terms of Use (hereinafter referred to as the “Terms”) govern the access to and use of the Platform and the services made available thereon (collectively, the “Services”), and constitute a legally binding agreement between White Placard Mobility Private Limited (“White Placard” or the “Company”) and the individual or entity accessing or using the Platform (the “User”).

2.2 By accessing, registering on, or using the Platform in any manner whatsoever, the User acknowledges, accepts, and agrees to be legally bound by these Terms, along with all other applicable Company policies, guidelines, and codes of practice, including but not limited to the Privacy Policy, Cancellation Policy, Refund Policy, and Safety & Operational Guidelines, each as may be amended, updated, or replaced by the Company from time to time.

2.3 In the event the User does not agree to any provision of these Terms or related Policies, the User is advised to immediately discontinue access to and use of the Platform and Services. Continued access or use shall constitute implied acceptance of all applicable terms, policies, and obligations herein.

2.4 By accessing or using the Platform, the User represents and warrants that:

- a) the User is of legal age (18 years or above) and has the full legal capacity and competence to enter into, execute, and be bound by these Terms under the *Indian Contract Act, 1872*;
- b) where the User is acting on behalf of a company, firm, or other legal entity, such User has been duly authorized to enter into this Agreement and to bind the entity in accordance with applicable laws; and
- c) all information and data provided by the User to White Placard during registration or usage of the Platform is true, accurate, current, and complete, and that the User shall promptly update such information in the event of any change.

Any breach of the above representations shall render the User liable for immediate termination of access to the Platform and Services, without

prejudice to any other legal or equitable remedies available to White Placard.

3. DEFINITIONS

3.1 For the purposes of these Terms, unless the context otherwise requires or is repugnant thereto, the following expressions shall have the meanings respectively assigned to them hereunder:

- **“Account”** means a unique user account created on the Platform by a User for the purpose of accessing and availing the Services offered by White Placard.
- **“Additional Fee”** means such extra or incidental charges as may be applicable and payable by the User, including but not limited to toll charges, parking fees, congestion charges, night-time surcharges, repair or damage charges, or any other levy as may be notified by the Company from time to time.
- **“Aggregator”** means White Placard Mobility Private Limited, acting as a digital intermediary and technology platform that connects Users seeking transportation services with independent Driver-Partners operating Vehicles.
- **“Application”** means the mobile application titled “White Placard Mobility”, designed, managed, and operated by the Company for facilitating access to its Services.
- **“Cancellation Fee”** means such charges as may be payable by a User for cancelling a confirmed booking after a Driver has been assigned or dispatched for pickup.

- **“City of Operation”** means such city, region, or jurisdiction within India where the Company is duly authorized and operational for providing or facilitating mobility Services.
- **“Company”** or **“White Placard”** means White Placard Mobility Private Limited, a company incorporated under the *Companies Act, 2013*, having its registered office at 2nd floor, Flat No.: 2B Sundram enclave, Sarna toli, Morabadi, Ranchi, Jharkhand 834008 India India, and includes its successors, assigns, and permitted affiliates.
- **“Driver”** means an independent, licensed third-party driver registered with and on boarded on the Platform in accordance with the *Motor Vehicles Act, 1988*, and applicable aggregator regulations.
- **“E-Wallet”** means the electronic money wallet or digital payment instrument linked to the User’s Account for the purpose of storing value and facilitating cashless transactions on the Platform.
- **“Force Majeure Event”** means any event or circumstance beyond the reasonable control of the Company, including but not limited to acts of God, strikes, riots, pandemics, governmental restrictions, war, natural disasters, or technological breakdowns, that prevents the performance of obligations hereunder.

- **“Location Fee”** means such additional charge as may be applicable for pick-up or drop-off from designated or restricted zones, including but not limited to airports, railway stations, or toll-restricted areas.
- **“Platform”** collectively refers to the Website and the Application, including all associated software, digital interfaces, content, and infrastructure owned and operated by the Company.
- **“Registration Data”** means the personal, demographic, and contact information submitted by a User during the process of Account creation or registration on the Platform.
- **“Ride”** means the transportation service availed by a User through the Platform for travel from a designated pick-up location to a drop-off location, facilitated by a Driver using a Vehicle.
- **“Rush Hour Fee”** means the surge or variable pricing component added to the base fare during periods of high demand, as determined algorithmically by the Platform.
- **“Relaxed Hour Fee”** means a discounted or reduced fare component applied during off-peak or low-demand hours, as determined by the Platform.
- **“Services”** means the facilitation of booking, scheduling, managing, and completing Rides through the Platform, and includes all allied and ancillary services offered thereon.

- **“Terms of Use”** means these Terms, as may be amended, modified, or replaced from time to time at the sole discretion of the Company.
- **“Third-Party Advertisers”** means independent third-party businesses or service providers who may advertise, promote, or display their goods, services, or offers through the Platform.
- **“Total Ride Fee”** means the aggregate amount payable by the User for a Ride, comprising the base fare, waiting fee, rush hour fee, location fee, tolls, applicable taxes, and any Additional Fees as may be levied.
- **“User”** or **“You”** means any natural person or legal entity who has registered on the Platform for the purpose of availing or browsing the Services.
- **“Vehicle”** means any motor vehicle, specifically electric vehicle (EV), duly registered and authorized under applicable transport laws, operated by a Driver and onboarded with the Company for the provision of Rides.
- **“Waiting Fee”** means such charge as may be applicable when the Driver waits beyond the permissible grace period at the pick-up location after arrival.

3.2 Interpretation

Unless the context otherwise requires:

- a) words in the singular include the plural and vice versa;
- b) words denoting any gender include all genders;

- c) headings are for convenience only and shall not affect interpretation;
- (d) references to any law include its amendments or re-enactments; and
- d) the term “including” shall be construed as illustrative, not limiting.

4. REGISTRATION AND ACCOUNT

4.1 Eligibility:

The User must be at least eighteen (18) years of age and competent to contract within the meaning of the Indian Contract Act, 1872, to register and access the Services. Users shall ensure secure access to the Platform through their own devices and network; the Company is not responsible for any unauthorized use arising therefrom.

4.2 Accuracy of Information:

The User shall provide true, accurate, current, and complete information (“Registration Data”) during the registration process and shall promptly update such information as necessary to maintain its accuracy.

4.3 Account Security:

The User shall maintain the confidentiality of their login credentials and shall be solely responsible for all activities conducted under their Account. Any loss or damage arising from failure to maintain security and confidentiality shall be borne exclusively by the User.

4.4 Prohibition on Unauthorized Use:

The User shall not use or attempt to use another person's Account without proper authorization. Any such unauthorized access or use shall constitute a material breach of these Terms.

4.5 Suspension or Termination:

White Placard Mobility reserves the absolute right to suspend, restrict, or terminate any Account, without prior notice, if it has reason to believe that the Account has been involved in any fraudulent, inaccurate, misleading, or unauthorized activity, or in any manner prejudicial to the interest of the Company.

5. USER CONTENT

5.1 Confidential Information:

Except for the Registration Data required during account creation, White Placard Mobility does not solicit, request, or require Users to submit any confidential, proprietary, or sensitive information through the Platform. Any such information submitted voluntarily shall be deemed to be non-confidential, and White Placard shall have no obligation with respect to such information.

5.2 License to Use Content:

By uploading, submitting, posting, or otherwise making available any content, data, or material (“User Content”) through the Platform, the User hereby grants White Placard Mobility a non-exclusive, royalty-free, worldwide, irrevocable, and perpetual license to use, reproduce, store, host, publish, display, modify, adapt, transmit, or distribute such content, in whole or in part, for the purpose of operating, improving, or promoting its Services.

5.3 User Warranty:

The User represents and warrants that the User Content:

- a) is lawful, accurate, and original;
- b) does not infringe or violate any intellectual property rights, privacy rights, or other legal rights of any third party; and
- c) does not contravene any applicable laws, regulations, or public policy in force.

5.4 Indemnity:

The User shall indemnify and hold harmless White Placard Mobility, its directors, officers, and affiliates, from and against any claims, damages, losses, or liabilities arising out of or in connection with any breach of the foregoing warranties or the User’s submission of such content.

6. PRIVACY & DATA PROTECTION

6.1 Compliance with Law:

White Placard Mobility collects, processes, and stores User data strictly in accordance with its Privacy Policy, the provisions of the Information Technology Act, 2000, and the applicable rules framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.

6.2 Consent:

By accessing or using the Platform, the User expressly consents to the collection, storage, processing, and disclosure of their personal and non-personal data in accordance with the terms of the Privacy Policy. Continued use of the Platform shall constitute deemed consent to such data processing.

User data may be shared with Drivers, payment partners, or competent authorities solely for service facilitation or compliance purposes.

6.3 Security Measures:

White Placard Mobility implements industry-standard technical and organizational safeguards to protect User data from unauthorized access, alteration, disclosure, or destruction. However, the User acknowledges that no electronic transmission or storage method is entirely secure, and White Placard does not guarantee absolute security of such information.

6.4 User Responsibility:

Users are advised to exercise discretion before sharing personal or sensitive data on the Platform and to maintain the confidentiality of their account credentials and other personal information.

7. USER OBLIGATIONS AND PROHIBITED CONDUCT

7.1 General Conduct:

Users shall use the Platform and Services in a lawful, responsible, and respectful manner, consistent with all applicable laws, regulations, and community standards.

7.2 Prohibited Activities:

Without limiting the generality of the foregoing, Users shall not, whether directly or indirectly:

- a) Post, upload, share, or transmit any content that is unlawful, obscene, defamatory, pornographic, abusive, indecent, libellous, harassing, misleading, invasive of privacy, or otherwise objectionable;
- b) Impersonate any person or entity, or misrepresent their affiliation, identity, or relationship with any individual or organization;
- c) Interfere with or compromise the security, integrity, or performance of the Platform, including but not limited to introducing viruses, malware, or other harmful code, or attempting any unauthorized access to systems, data, or networks connected thereto;

- d) Harass, abuse, threaten, discriminate against, or endanger any Driver, employee, representative, or other User of the Platform, whether verbally, physically, electronically, or otherwise;
- e) Carry, possess, or transport any illegal, prohibited, hazardous, or dangerous goods, including but not limited to weapons, contraband substances, explosives, or narcotics, during any Ride or Service facilitated by White Placard Mobility; and
- f) Engage in any conduct that, in the reasonable opinion of White Placard Mobility, impairs, disrupts, or damages the reputation, safety, or lawful operation of the Platform or its Users.

7.3 Enforcement:

Any violation of the above provisions shall constitute a material breach of these Terms, and White Placard Mobility reserves the right to suspend, restrict, or permanently terminate the User's Account and/or access to the Platform, without prior notice, in addition to pursuing appropriate legal remedies under applicable law.

8. SERVICES

8.1 Nature of Services:

White Placard Mobility (“the Company”) operates as a mobility and transportation facilitator, providing a digital platform that connects Users with Drivers for transportation and related services. The Company may render such services through:

- a) Company-owned vehicles operated by Drivers employed directly by White Placard Mobility; and
- b) Third-party vehicles operated by independent Drivers or aggregator partners registered on the Platform.

8.2 Status of Drivers:

- a) Company Drivers: Drivers engaged on the payroll of White Placard Mobility shall act as employees of the Company for the limited purpose of operating company-owned vehicles and performing assigned transportation services.
- b) Aggregator Drivers: Drivers operating through external or aggregator partnerships are independent contractors, and not employees, agents, or representatives of White Placard Mobility. They retain the discretion to accept or reject Ride requests at their sole judgment, subject to platform guidelines and availability.

8.3 **Scope of Liability:**

While White Placard Mobility shall exercise reasonable care and due diligence to ensure the safety, reliability, and integrity of both Company Drivers and Aggregator Drivers, the Company shall not be liable for any act, omission, negligence, or misconduct committed by company drivers and independent or third-party Drivers. However, upon receipt of a verified complaint, the Company shall investigate the matter and may, at its discretion, take disciplinary or remedial action, including suspension, termination or blacklisting of the concerned Driver or partner.

8.4 **User Conduct:**

Users shall behave in a lawful, courteous, and responsible manner during all Rides. Any instance of misconduct, including but not limited to intoxicated behavior, harassment, verbal or physical abuse, fare evasion, or damage to vehicles, shall constitute a material breach of these Terms. White Placard Mobility reserves the right to:

- a) impose penalties or damages,
- b) suspend or terminate the User's Account, and/or
- c) report the incident to appropriate law enforcement authorities.

8.5 Company's Right to Act:

The Company may, at its discretion, monitor, record, and review service quality, vehicle condition, and behavioral compliance of both Users and Drivers, in furtherance of ensuring safety and lawful operation of the Platform.

9. CONFIRMATION OF BOOKING

9.1 Mode of Confirmation:

Upon successful submission of a Ride request, the confirmation of booking shall be communicated to the User through the mobile application, website, SMS, push notification, or email, as may be applicable.

A confirmed booking indicates allocation of a Driver but does not guarantee ride commencement where unforeseen factors prevent pickup

9.2 Accuracy of Information:

The User shall ensure that all booking details, including pick-up and drop-off locations, contact information, and time of travel, are accurate and complete at the time of booking. Any inaccuracy or omission in such information may result in delay or non-fulfilment of the Ride.

9.3 Limitation of Liability:

White Placard Mobility shall not be liable for any delay, inconvenience, or non-performance of a booking arising due to incorrect details provided by the User, traffic conditions, mechanical issues, or any Force Majeure event beyond its reasonable control.

10. PAYMENT TERMS

- a) Users shall pay the total Ride Fee displayed on the Platform at the time of booking or upon completion of the Ride. Payments once made for a commenced Ride shall be non-refundable, except in cases of verified technical or service error.
- b) Accepted payment modes include UPI, digital wallets, net banking, debit/credit cards, and cash, subject to availability.
- c) Additional charges, where applicable, may include waiting time, tolls, or parking fees incurred during the Ride.
- d) A Ride shall be deemed complete only upon successful receipt of payment by White Placard Mobility or its authorized Driver/partner.

Tips to Drivers are voluntary.

11. CANCELLATION & WAITING POLICY

11.1 Cancellation Fee:

Cancellation of a Ride after the Driver has been assigned may attract a Cancellation Fee, as displayed on the Platform at the time of booking or cancellation.

11.2 Waiting Fee:

A Waiting Fee may apply if the Driver is required to wait beyond the prescribed grace period, the duration of which shall be specified in the Platform.

11.3 Policy Updates:

The applicable cancellation and waiting policies, including fee amounts and grace periods, are displayed within the application and may be modified or updated periodically at the sole discretion of White Placard Mobility.

12. REFUNDS

12.1 Eligibility for Refunds:

Refunds shall be processed only in cases where a valid claim is established, such as (a) transactions affected due to technical errors on the Platform, (b) duplicate payments, or (c) overcharges verified by White Placard's internal records.

12.2 Mode and Timelines of Refund:

All approved refunds shall be credited to the original mode of payment through the authorized Payment Gateway, subject to the processing timelines and settlement cycles of the respective financial institution or gateway partner which may extend from 2days to 7 days.

12.3 Exclusion of Liability:

White Placard shall not be held responsible or liable for any delay, failure, or non-reflection of refund amounts arising due to delays, errors, or technical issues attributable to banks, payment gateways, or other third-party service providers.

12.4 Finality:

The decision of White Placard regarding the validation of a refund claim shall be final and binding on the user, and no further claim, demand, or interest shall be entertained once the refund has been processed in accordance with this Policy.

13. SAFETY & INSURANCE

13.1 User Obligations:

Every user shall ensure his/her own safety during the ride by:

- (a) fastening seat belts at all times;
- (b) complying with all applicable traffic and road-safety regulations; and
- (c) refraining from any act or omission that may endanger the driver, co-passengers, or any third party.

13.2 Statutory Motor Insurance:

Each Vehicle operating through the Platform is covered under a valid and statutory motor insurance policy as mandated under the Motor Vehicles Act, 1988. The said coverage extends only to the extent provided by the insurer under such statutory policy. White Placard shall not be responsible or liable for any claim, damage, or loss beyond the scope or terms of such statutory insurance.

13.3 Additional Safety Features:

White Placard may, at its discretion, provide certain in-ride safety and monitoring features on the Platform, including but not limited to SOS alerts, real-time ride tracking, driver identification, or emergency contact notifications. These are supplementary technological measures aimed at enhancing user safety and do not constitute a guarantee, undertaking, or insurance by White Placard.

13.4 Disclaimer:

Users acknowledge and agree that the primary responsibility for personal safety and lawful conduct during the ride lies with the user and the driver. White Placard's role is limited to facilitating the ride through its digital platform and does not extend to assuming any risk, liability, or responsibility for acts, omissions, or negligence of drivers or third parties. Where applicable, additional passenger insurance may be provided through third-party insurers, subject to policy terms.

14. DISCLAIMERS, WAIVERS, AND RELEASES

14.1 Service Basis:

All services offered by White Placard, including but not limited to access to its digital platform, ride facilitation, customer support, or any related service, are provided strictly on an “*as is*” and “*as available*” basis. White Placard expressly disclaims all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or uninterrupted availability of the services.

14.2 Operational Limitations:

Users acknowledge that certain factors, such as traffic conditions, weather, technical failures, or driver unavailability, are beyond the reasonable control of White Placard. Accordingly, White Placard shall not be held responsible or liable for any delay, cancellation, service interruption, or deficiency arising from such causes.

14.3 Exclusion of Liability:

To the fullest extent permitted by law, White Placard shall not be liable for:

- a) any delay in pickup or drop, loss of personal belongings, or service disruptions;
- b) missed flights, trains, buses, or events; or
- c) any indirect, incidental, special, punitive, or consequential damages, including loss of profits, opportunity, goodwill, or business reputation, whether arising out of contract, tort, negligence, or otherwise.

14.4 Maximum Liability Cap:

Without prejudice to the foregoing, the aggregate liability of White Placard, for any claim, demand, cause of action, or loss arising out of or in connection with any ride, transaction, or service, shall not exceed Rupees One Thousand (₹1,000) per incident or the actual fare paid by the user for the ride in question, whichever is lower, unless otherwise mandated by applicable law.

14.5 Waiver and Release:

By using the Platform and its services, the user voluntarily waives and releases White Placard, its directors, employees, and affiliates from any and all claims, demands, or causes of action arising out of or related to any injury, damage, loss, or inconvenience sustained in connection with any service facilitated through the Platform, except to the extent directly caused by the willful misconduct of White Placard.

14.6 Independence of Service Providers:

The user acknowledges that driver-partners and other service providers are independent contractors and not employees, agents, or representatives of White Placard. White Placard shall not, in any circumstance, be liable for any act, omission, misconduct, or negligence of such independent third parties.

15. ADVERTISING & THIRD-PARTY LINKS

15.1 Third-Party Advertisements:

The Platform may display or host advertisements, promotional content, or offers provided by third parties. Such advertisements or promotional materials are made available solely for user convenience and informational purposes. White Placard does not endorse, guarantee, or make any representation concerning the accuracy, completeness, reliability, or legality of such content.

15.2 External Links and Content:

The Platform may contain hyperlinks or redirections to websites, applications, or digital platforms operated by third parties. The access or use of such external links is entirely at the user's own discretion and risk. White Placard has no control over, and assumes no responsibility for, the content, privacy practices, security, or operations of any such third-party websites or applications.

15.3 Disclaimer of Liability:

White Placard expressly disclaims all responsibility and liability arising out of or in connection with:

- a) the reliance placed by any user on third-party advertisements or content;
- b) any transaction, communication, or arrangement entered into by the user with any such third party; or
- c) any loss, damage, or harm resulting from the user's interaction with or access to third-party links, content, or services.

15.4 User Acknowledgment:

Users acknowledge that their dealings with advertisers or third-party entities found on or through the Platform are solely between such users and the respective third parties, and that any dispute, claim, or demand arising therefrom shall be resolved directly with such third party, without any recourse to White Placard.

16. CUSTOMER RELATIONSHIP MANAGEMENT

16.1 Raising Complaints:

Users may raise any concern, complaint, or service-related issue through the in-app support feature, via email, or through the official helpdesk of White Placard. All such complaints shall be raised within seven (7) days from the date of the relevant ride, transaction, or occurrence of the incident, failing which the same shall be deemed waived and not maintainable.

16.2 Acknowledgment and Response:

White Placard shall endeavor to acknowledge all complaints within two (2) working days of receipt and to provide a resolution or suitable response within a reasonable timeframe thereafter, depending on the nature and complexity of the issue.

16.3 Documentation:

Users may be required to provide supporting information or evidence, such as booking IDs, payment references, or screenshots, to enable effective processing of their complaint. Failure to provide adequate details may delay or nullify the resolution process.

16.4 Scope of Redressal:

White Placard's customer support team shall handle issues related to platform functionality, payment discrepancies, refund eligibility, or service experience. However, White Placard shall not be liable or responsible for any dispute arising directly between a user and a driver-partner, or for matters beyond its operational control.

16.5 Finality of Resolution:

The decision of White Placard, after due investigation, shall be final and binding on the user in relation to the specific complaint raised, unless otherwise required under applicable consumer protection laws.

17. INDEMNIFICATION

17.1 User's Obligation to Indemnify:

The User agrees to indemnify, defend, and hold harmless White Placard Mobility (WPM), its affiliates, directors, officers, employees, representatives, agents, and licensors from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, penalties, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with: (a) any breach or violation of these Terms or any applicable law or regulation by the User;

- (b) misuse, abuse, or unauthorized use of the Platform, Application, or Services by the User;
- (c) any act, omission, negligence, or misconduct of the User, including use of false information or fraudulent payment details;

- (d) any dispute, claim, or demand raised by a Driver, co-passenger, third party, or governmental authority resulting from the User's conduct or actions; or
- (e) infringement or violation of any third-party rights, including intellectual property, privacy, or contractual rights.

17.2 No Limitation of Remedies:

The indemnity provided herein shall be in addition to, and not in substitution of, any other remedies available to White Placard under law, equity, or contract, including the right to seek injunction, recovery of losses, or suspension of services.

17.3 Survival:

The obligations of the User under this clause shall survive the termination, deactivation, or expiration of the User's account or these Terms, and shall continue to bind the User and his/her legal representatives thereafter.

17.4 Notice of Claim:

In the event of any claim or proceeding for which indemnity is sought, White Placard shall, to the extent practicable, notify the User and may, at its discretion, allow the User to participate in the defense or settlement of such claim, provided that White Placard's right to control such proceedings shall remain unaffected.

18. INTELLECTUAL PROPERTY

18.1 Ownership:

All intellectual property rights in and to the Platform, including but not limited to its name, logos, trademarks, service marks, domain names, source code, software, algorithms, user interface, designs, databases, text, graphics, images, audio-visual content, and other proprietary materials (collectively, **“WPS Group Intellectual Property”**) are and shall remain the exclusive property of White Placard Mobility (WPM) and its sisters companies.

18.2 Limited License:

Subject to compliance with these Terms, WPM grants the User a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform solely for personal and lawful purposes in accordance with these Terms. No other right, title, or interest in any WPM Intellectual Property is granted or transferred to the User.

18.3 Prohibited Acts:

The User shall not, directly or indirectly—

- a) reproduce, copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, or commercially exploit any portion of the Platform or its content;
- b) reverse engineer, decompile, or disassemble any part of the Platform or its software;
- c) remove, alter, or obscure any copyright, trademark, or proprietary notice; or

- d) use the WPM or sister companies Intellectual Property for any unauthorized or competitive purpose.

18.4 Third-Party Content:

Any third-party trademarks, logos, or content appearing on the Platform are the property of their respective owners and are used only for identification or descriptive purposes. Such appearance does not imply endorsement or affiliation with WPM.

18.5 Protection and Enforcement:

Unauthorized use of any WPM Intellectual Property shall constitute a material breach of these Terms and may result in immediate suspension of access, termination of the User account, and initiation of civil or criminal proceedings as per applicable laws.

19. SUSPENSION & TERMINATION

19.1 Suspension or Termination by WPM:

WPM reserves the right, at its sole discretion and without prior notice, to suspend, deactivate, or terminate the User's account or access to the Platform, either temporarily or permanently, in cases of—

- a) violation or breach of these Terms or applicable law;
- b) misuse, fraud, or unlawful activity on the Platform;
- c) provision of false, misleading, or incomplete information; or
- d) conduct detrimental to the interests, reputation, or security of WPM, its users, or its partners.

19.2 Termination by the User:

A User may terminate or deactivate his/her account at any time by using the available in-app deletion feature or by submitting a written request to WPM. Termination shall not affect any obligations already accrued, including payment of pending dues or settlement of outstanding transactions.

19.3 Consequences of Termination:

Upon termination, the User's right to access or use the Platform shall cease immediately. All licenses granted herein shall automatically stand revoked. Any data, content, or information associated with the User's account may be retained or deleted by WPM in accordance with its Privacy Policy and applicable law.

19.4 Survival:

All provisions relating to intellectual property, limitation of liability, indemnity, and dispute resolution shall survive termination or expiration of these Terms.

20. GOVERNING LAW & DISPUTE RESOLUTION

20.1 Governing Law:

These Terms and any dispute, claim, or controversy arising therefrom shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

20.2 Amicable Resolution:

In the event of any dispute or difference arising out of or in connection with these Terms, the parties shall first attempt to resolve the matter amicably through good faith negotiations within thirty (30) days of the dispute being notified in writing.

20.3 Arbitration:

If the dispute remains unresolved after the negotiation period, it shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any statutory modifications or re-enactments thereof for the time being in force.

- a) The arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by the parties.
- b) The seat and venue of arbitration shall be Ranchi, Jharkhand.
- c) The language of arbitration shall be English.
- d) The award of the arbitrator shall be final and binding on the parties.

20.4 Jurisdiction:

Subject to the foregoing, the courts at Ranchi, Jharkhand shall have exclusive jurisdiction over any proceedings arising out of or in connection with these Terms.

20.5 Injunctive Relief:

Nothing contained herein shall prevent White Placard from seeking interim or injunctive relief from a court of competent jurisdiction to protect its intellectual property rights, confidential information, or proprietary interests pending the outcome of arbitration.

21. COMMUNICATION & NOTICES

21.1 User Consent:

By registering on the Platform, Users consent to receive transactional communications, including SMS, calls, emails, and in-app notifications, related to their bookings, payments, account activity, and other operational matters.

21.2 Mode of Legal Notice:

Any legal notice or formal communication to the User may be served by email, registered post, or through in-app notification to the contact details provided during registration. Notices sent through such modes shall be deemed to have been duly delivered once dispatched.

21.3 User Responsibility:

Users shall ensure that their contact details remain current and accurate. White Placard Mobility shall not be responsible for any loss or delay arising from outdated or incorrect contact information.

22. MODIFICATION OF TERMS

Right to Amend:

White Placard Mobility reserves the absolute right to modify, amend, or update these Terms and Policies at any time, without prior notice, at its sole discretion.

Deemed Acceptance:

Continued access to or use of the Platform and Services after such modifications shall constitute the User's deemed acceptance of the revised Terms and Policies. Users are encouraged to review the Terms periodically to stay informed of any changes.

23. FORCE MAJEURE

White Placard Mobility shall not be liable for any failure or delay in performance of its obligations under these Terms arising from or attributable to any Force Majeure Event, including but not limited to acts of God, natural disasters, fire, flood, war, civil unrest, strikes, lockouts, government actions, power failures, network outages, or any other event beyond the reasonable control of White Placard Mobility.

24. GENERAL PROVISIONS

24.1 Entire Agreement:

These Terms, along with the Policies referenced herein, constitute the entire agreement between the User and White Placard Mobility, superseding all prior understandings, representations, or arrangements, whether written or oral, relating to the subject matter hereof.

24.2 Severability:

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.

24.3 No Agency or Partnership:

Nothing contained in these Terms shall be construed to create any partnership, joint venture, employment, or agency relationship between the User and White Placard Mobility. The user's relationship with the Company is that of an independent party availing services in accordance with these terms.

24.4 Miscellaneous

Nothing in these terms restricts the user's right to approach consumer grievance forums under applicable law.

25. GRIEVANCE OFFICER

In compliance with IT Act, 2000:

Name: Grievance Department

Designation: Grievance Officer

Email: contact@whiteplacardmobility.com

Corporate Address: 2nd floor, Flat No.: 2B, Sundram Enclave, Sarna Toli, Morabadi, Ranchi, Jharkhand 834008, India.