

REFUND POLICY – TUM-TUM (तुम-तुम) RIDE SERVICES

White Placard Mobility Pvt. Ltd.

White Placard Mobility Pvt. Ltd., a company duly incorporated under the provisions of the Companies Act, 2013 and having its registered office at 2nd floor, Flat No.: 2B, Sundram enclave, Sarna Toli, Morabadi, Ranchi, Jharkhand 834008 India (here in after referred to as “White Placard” or the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), and referred to as “We”, “Us”, or “Our”).

1. INTRODUCTION

This Refund Policy (“Policy”) governs the terms and conditions relating to refunds in respect of ride bookings made through the TUM-TUM (तुम-तुम) platform operated by **White Placard Mobility Pvt. Ltd.** (the “Platform”).

This Policy shall be read in conjunction with, and forms an integral part of, the Terms and Conditions and the Cancellation Policy of the Company. In the event of any inconsistency or conflict between this Policy and the aforesaid documents, the interpretation and determination of **White Placard Mobility Pvt. Ltd.** shall be final and binding upon the User.

2. SCOPE OF APPLICATION

This Policy shall apply specifically to:

- Ride bookings made through the TUM-TUM Platform;
- Scheduled bookings as well as instant/on-demand ride payments;

- All digital transactions processed through integrated payment gateways, payment aggregators, Unified Payments Interface (UPI), cards, net banking, or any other authorized payment instruments;
- Payments made through in-app wallets, stored value instruments, prepaid balances, or platform credits, whether issued by the Company or its authorized partners;
- Promotional credits, discount coupons, cashback offers, referral incentives, or any other form of non-monetary or conditional value provided by the Company; and
- Bookings made under corporate accounts, enterprise arrangements, or third-party facilitated transactions.

For the avoidance of doubt, refunds relating to promotional credits, discounts, or incentives shall be subject to specific terms governing such instruments and may not be eligible for cash refund under any circumstances.

3. GENERAL PRINCIPLE

All refunds are strictly **exception-based** and shall not be construed as automatic or as a matter of right.

Refunds shall be granted only where a bona fide deficiency in service, verifiable system error, or a failure directly attributable to **White Placard Mobility Pvt. Ltd.** is established, subject to internal verification, audit, and determination based on the Company's records.

For the avoidance of doubt, the burden of substantiating the refund claim shall lie upon the User, and the Company reserves the sole and absolute discretion to approve or reject any such request.

4. ELIGIBLE REFUND SCENARIOS

- 4.1 Refunds, if any, shall be processed strictly in accordance with the records maintained by White Placard Mobility Pvt. Ltd., including but not limited to GPS logs, system-generated timestamps, booking records, driver allocation records, and transaction details.
- 4.2 The User expressly acknowledges and agrees that all ride requests/bookings are accepted and fulfilled strictly subject to availability of drivers and operational feasibility at the relevant time and location. White Placard Mobility Pvt. Ltd. does not guarantee availability of rides at all times.
- 4.3 In the event a ride cannot be allocated, commenced, or fulfilled due to non-availability of drivers, technical limitations, operational constraints, force majeure events, or any other reason beyond the reasonable control of White Placard Mobility Pvt. Ltd., the Company shall not be held liable or responsible for any loss, inconvenience, delay, consequential damages, or claims of whatsoever nature arising therefrom.
- 4.4 Any refund, if considered appropriate by the Company in such circumstances, shall be granted solely at the discretion of White Placard Mobility Pvt. Ltd. and subject to verification of the relevant transaction records.

4.5 Incorrect Billing / Overcharging

A refund, whether full or limited to the excess amount, shall be processed where:

- The fare charged exceeds the applicable fare structure as per the Company's pricing model(company pricing includes waiting charge, traffic time etc);
- A verifiable error in distance and/or time computation is established; or
- Surge pricing has been applied erroneously due to a demonstrable system malfunction. All such determinations shall be based solely on the Company's internal fare computation systems and records.

4.6 Ride Completion and Fare Finalization

The User expressly acknowledges that the final fare receipt/invoice is generated only upon completion of the ride through the Platform system.

Accordingly, once a ride has been completed and the final receipt has been generated, no refund, deduction, adjustment, or recalculation of fare shall ordinarily be entertained by White Placard Mobility Pvt. Ltd., except in cases involving proven technical error, duplicate payment, or manifest billing discrepancy as verified exclusively from the Company's records.

The fare reflected in the system-generated receipt shall be final and binding upon the User.

4.7 Duplicate Payments

A full refund of the excess amount shall be processed where:

- Multiple payments have been made for the same ride due to technical error or inadvertent duplication;
- Such duplication is validated through the Company's transaction records.

5. SURGE PRICING – NO REFUND CLAUSE

5.1 Surge pricing constitutes a dynamic and variable pricing mechanism determined algorithmically based on real-time demand–supply conditions, traffic patterns, location, and other relevant factors on the Platform.

5.2 By confirming a ride displaying surge pricing, the User is deemed to have expressly acknowledged and accepted the applicable fare, including any surge multiplier, and waives any claim for refund, adjustment, or dispute solely on the ground that such fare is higher than the base or expected fare.

5.3 No refund shall be granted on account of surge pricing unless a verifiable technical or computational error in fare calculation is established, as determined solely by White Placard Mobility Pvt. Ltd. based on its internal systems and records.

6. USER-INITIATED CANCELLATION

6.1 Before Driver Allocation

No refund claim shall ordinarily arise merely upon cancellation of a ride request by the User, since the fare is generated and charged only upon successful completion of the ride through the Platform system.

6.2 After Driver Allocation (Prior to Arrival)

- A cancellation fee may be levied, as determined by White Placard Mobility Pvt. Ltd. based on applicable pricing parameters;
- The remaining amount, if any, may be refunded to the User;
- The quantum of cancellation fee shall be determined based on factors including time elapsed post booking, driver allocation, and operational costs incurred.

6.3 After Driver Arrival / No-Show

- No refund shall ordinarily be granted once the driver has arrived at the designated pickup location, as recorded by the Platform; subject to contents of Cancellation policy.
- The Company reserves the right to charge the full fare and/or applicable waiting charges in such cases;
- Driver arrival and waiting time shall be determined solely based on the Platform's system records, including GPS and timestamp data.

7. WAITING TIME & NO-SHOW

7.1 In the event the User fails to board the vehicle within the stipulated waiting time from the driver's arrival at the designated pickup location, as recorded on the Platform:

- Applicable **waiting charges may be levied** in accordance with the Company's pricing policy; and
- The same may be treated as a **User no-show**, in which case **no refund shall be granted**.

For the avoidance of doubt, the determination of driver arrival time and waiting duration shall be based solely on the Platform's system records, including GPS data and timestamps, and shall be final and binding.

8. USER MISCONDUCT / POLICY VIOLATION

8.1 No refund shall be granted where a ride is cancelled or terminated, whether prior to commencement or during the course of the ride, due to:

- Any abusive, unlawful, threatening, or inappropriate conduct by the User;
- Safety concerns or objections raised by the driver, acting in good faith; or
- Any breach or violation of the Platform's Terms and Conditions, policies, or applicable laws by the User.

8.2 In such circumstances, White Placard Mobility Pvt. Ltd. reserves the right, at its sole discretion, to:

- Levy applicable charges, including full or partial fare;
- Impose penalties or fees; and/or
- Suspend or terminate the User's access to the Platform, without prejudice to any other legal remedies available.

The determination of such conduct or violation shall be based on the Company's internal records, including driver reports, system logs, and other relevant data, and shall be final and binding.

9. FORCE MAJEURE EVENTS

9.1 No refund liability shall arise where a ride is cancelled, delayed, interrupted, or rendered impracticable due to events beyond the reasonable control of White Placard Mobility Pvt. Ltd., including but not limited to:

- Natural disasters, acts of God, or extreme weather conditions;
- Government orders, regulatory restrictions, or administrative actions;
- Law and order situations, civil unrest, strikes, or public disturbances;
- Traffic lockdowns, road blockages, or other unforeseen public or infrastructural disruptions; and

- Any other force majeure event or circumstance beyond the control of the Company.

9.2 In such circumstances, the Company shall bear no liability for refunds, compensation, or damages of any nature whatsoever.

9.3 Notwithstanding the above, the Company may, at its sole discretion and without any obligation, offer goodwill compensation, credits, or alternative arrangements, which shall not be construed as an admission of liability.

10. REFUND PROCESS

10.1 Submission of Request

The User shall raise a refund request within a reasonable time from the occurrence of the issue, through:

- The in-app interface provided on the Platform; or
- The official customer support channels designated by White Placard Mobility Pvt. Ltd.

No refund requests shall be entertained through unauthorized or informal communication channels.

10.2 Information and Documentation Required

The User shall furnish complete and accurate details, including:

- Booking ID and/or ride reference number;
- Transaction details, including payment mode, amount, and date/time;

- A clear description of the issue giving rise to the refund claim; and
- Any supporting documents or evidence, if required by the Company.
- Failure to provide adequate or verifiable information may result in delay, suspension, or rejection of the refund request.

11. VERIFICATION & DISCRETION

- 11.1 All claims are subject to internal audit and verification.
- 11.2 The Company's records (including GPS logs, driver inputs, system logs) shall be final and conclusive evidence.
- 11.3 Approval or rejection of refund is at the sole discretion of White Placard.

12. MODE OF REFUND

- 12.1 Refunds shall be processed only to the original mode of payment, through the same payment instrument and payment gateway used at the time of the transaction, including but not limited to integrations facilitated via Razorpay (or, any other payment gateway/service provider engaged by White Placard Mobility Pvt. Ltd.)
- 12.2 Refunds shall be initiated only after the successful receipt and/or settlement of funds with the Company or its authorized payment partner, and subject to confirmation from the relevant payment gateway or financial institution.
- 12.3 No alternate mode of refund, including cash or transfer to a different account or instrument, shall be entertained, except at the sole discretion of White Placard Mobility Pvt. Ltd. and subject to operational feasibility.

12.4 The User acknowledges that refund processing, including initiation, routing, and credit, shall be subject to the settlement cycles, processing timelines, and technical protocols of the payment gateway, acquiring bank, and issuing bank.

13.TIMELINE

13.1 Refunds shall be initiated within a reasonable period following approval, subject to successful validation and processing by White Placard Mobility Pvt. Ltd. and its authorized payment partner, including integrations facilitated via Razorpay.

13.2 The actual credit of the refund amount to the User shall be subject to the settlement cycles, processing timelines, and technical protocols of the payment gateway, acquiring bank, and issuing bank, and may typically take 7 (Seven) to 15(Fifteen) working days, or such extended period as may be prescribed by such financial institutions.

14.THIRD-PARTY LIMITATION

14.1 The **White Placard Mobility Pvt. Ltd.** shall not be liable for:

- Any delays in processing or credit of refunds caused by banks, payment gateways (including integrations facilitated via **Razorpay**), or other financial institutions;
- Any failure, delay, or discrepancy in the reflection of the refund amount in the User's account after the refund has been duly initiated by the Company; and

- Any technical errors, settlement delays, or operational issues attributable to third-party payment service providers or banking networks.

14.2 Upon successful initiation of the refund by the Company, the obligation of **White Placard Mobility Pvt. Ltd.** shall be deemed to be fully discharged, and any subsequent issues shall be addressed directly with the respective bank or payment service provider.

15.FRAUD & ABUSE CONTROL

15.1 Any refund request found to be fraudulent, abusive, or repeatedly raised without reasonable cause may result in:

- Immediate rejection of the refund claim;
- Suspension, restriction, or permanent blacklisting of the User's account on the Platform; and/or
- Initiation of appropriate legal proceedings, including recovery actions and claims for damages, where applicable.
- The determination of whether a claim is fraudulent, abusive, or repetitive shall be made solely by White Placard Mobility Pvt. Ltd., based on its internal records, usage patterns, transaction history, and other relevant data, and such determination shall be final and binding.

16.LIMITATION OF LIABILITY

16.1 The liability of White Placard Mobility Pvt. Ltd., whether arising in contract, tort, negligence, or otherwise, shall be strictly limited to the

amount actually paid by the User for the specific ride forming the subject matter of the claim.

16.2 To the maximum extent permitted under applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of opportunity, loss of data, business interruption, or any other economic or non-economic loss, even if advised of the possibility of such damages.

17.FINALITY CLAUSE

17.1 All decisions of **White Placard Mobility Pvt. Ltd.** relating to:

- refund eligibility;
- quantum of refund; and
- mode of processing, shall be made in accordance with this Policy and based on the Company's internal records and verification processes.

17.2 Such decisions shall be binding for operational purposes, subject to applicable law, and shall not be subject to routine review or reconsideration by the Company.

18.GOVERNING LAW AND JURISDICTION

18.1 Nothing contained herein shall restrict the User's right to seek remedies available under applicable law. This Refund Policy shall be governed by and construed in accordance with the laws of India, including but not limited to the provisions of the **Indian Contract Act, 1872**, the **Consumer**

Protection Act, 2019, and applicable rules, regulations, and guidelines governing electronic transactions and payment systems.

18.2 Subject to the foregoing, the courts at **Ranchi** shall have exclusive jurisdiction over any disputes arising out of or in connection with this Policy.

19. POLICY MODIFICATION

The Company reserves the right to modify this Policy at any time without prior notice.

20. CONTACT

White Placard Mobility Pvt. Ltd.

Email : contact@whiteplacardmobility.com

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