Effective Date: December 27, 2024

TERMS AND CONDITIONS FOR BIKE RIDERS

(Bike Taxi & Buy and Delivery Services)

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000.

DO N KEY DELIVERIES ("Company" / "we" or "our") provides technology-driven services through its platform, enabling individuals to offer transportation services using bikes and facilitate package delivery services. These services are made available through our website and mobile application ("Platform").

By offering services on the Platform, you, as a rider ("Rider" / "you"), acknowledge that you are providing these services as an independent entity, and not as an employee or agent of the Company. The Platform simply acts as an intermediary that connects riders with users in need of transportation or package delivery services.

The provision of services is subject to these Terms and Conditions ("T&Cs") and any other agreements, policies, or documents that apply. By registering as a Rider on the Platform, you confirm that you have read, understood, and agreed to be bound by these T&Cs, without any limitations or qualifications. If you disagree with any part of these T&Cs, you must refrain from registering or using the Platform.

Access to and use of the Platform is granted only upon the unconditional acceptance of these T&Cs and our Privacy Policy (which is incorporated by reference) and any modifications made by the Company at its discretion. These T&Cs supersede any previous agreements or arrangements you may have had with the Company.

1. KEY COMMITMENTS FROM YOUR SIDE

By using the Platform and offering the Services, you agree to the following commitments:

- a) Age and Legal Eligibility: You confirm that you are at least 18 years old at the time of registering on the Platform. You also affirm that there are no legal or regulatory restrictions that prevent you from using the Platform or offering the Services.
- b) Accuracy of Information: You authorize the Company to collect and verify your personal details for the purpose of identity validation, including police verification and background checks, as outlined in our Privacy Policy. You must ensure that all information you provide, including contact details and bank account information, is accurate, current, and complete.
- c) Binding Legal Agreement: By registering and offering services, you acknowledge that you have read and understood these Terms and Conditions, and agree to abide by them. These T&Cs form a legally binding agreement between you and the Company.

2. ACCOUNT CREATION AND PLATFORM USAGE

To offer services on the Platform, you need to meet the eligibility criteria and follow the Company's onboarding process. Specifically, you confirm the following:

- a) **Experience and Background**: You have a minimum of 2 years of driving experience and have not been convicted or involved in any criminal offenses, including those related to driving under the influence, fraud, violence, or property damage in the last 3 years.
- b) **Vehicle Compliance**: Your vehicle must have no outstanding fines or challans before you can begin using the Platform for services.
- c) Registration Process: You must accurately complete the registration process by providing truthful and complete information. The Company may request additional documents or verify your identity using third-party services.
- d) **Securing Your Account**: You are responsible for keeping your account credentials secure and confidential. Notify the Company immediately if you suspect any unauthorized use of your account. The Company is not liable for any losses due to unauthorized access.
- e) **Service Requests and Acceptance**: The Company will send service requests to you through the Platform. You are prohibited from accepting requests through other means such as street hailing. The Company reserves the right to modify how service requests are received or processed.

3. BUY AND DELIVERY SERVICE GUIDELINES

If you are engaged in the Buy and Delivery service, you must adhere to the following guidelines to ensure safety, clarity, and professionalism:

- Vendor Purchases: Only purchase items directly from vendors as instructed by the customer. Do not proceed with any transaction where the product lacks a proper seal or packaging provided by the vendor.
- ii. **Seal Integrity**: Ensure that the **product seal remains intact throughout the delivery process.** It is strictly prohibited to deliver packages with broken or tampered seals.
- iii. **Company Cover and Seal**: Do not purchase or deliver any product that lacks the vendor's official cover or seal. This is for your safety and the integrity of the delivery process.
- iv. Clear Communication: Maintain clear and transparent communication with the customer to confirm their instructions. Any issues or discrepancies must be promptly reported to the customer and the Company.
- v. **Respectful Interactions**: Always speak respectfully to customers, vendor service providers, and employees of the Company. Professional communication is mandatory at all times.

vi. Non-Compliance and Penalties:

In the event that a package is delivered without proper sale or packaging, and an issue arises later, the Rider will be held responsible for providing compensation if it is

determined that the delivery did not meet the required standards. The Company may hold the Rider accountable for such discrepancies and seek compensation accordingly.

- a. If you fail to follow these guidelines, your account may be blocklisted.
- Depending on the severity of the incident and available proof, you agree to cooperate fully with government authorities and abide by applicable laws and jurisdictional requirements.

By adhering to these guidelines, you ensure a safe and professional experience for all parties involved.

- vii. **Call Monitoring**: The Company may record calls made between you and customers for training purposes and to improve services. By using the Platform, you consent to this.
- viii. **App Compatibility**: Ensure you download the correct and compatible version of the Platform's mobile application. The Company is not liable if you fail to do so.
- ix. **Communication with the Company**: The Company may contact you through various channels, such as push notifications, emails, WhatsApp, or phone calls, regarding the Platform or Services. You consent to receiving such communications.

4. YOUR CONDUCT

As a Rider (hereinafter referred to as "**Rider**"), you are expected to adhere to the following guidelines to ensure professional, safe, and lawful conduct while utilizing the platform.

1. Service Responsibilities

- Riders must not reject service requests from customers except under exceptional and unavoidable circumstances. Consistent or unjustified denials of service may result in action, including suspension or permanent deactivation of your account.
- **Riders** are required to uphold the reputation of the platform by refraining from any actions that could damage the Company's goodwill or brand image.

2. Prohibited Activities

When using the platform, Riders must NOT:

a) Account Misuse:

- Allow unauthorized individuals to access your account or operate under your credentials.
- Transfer or assign your account to another person or entity.

b) Illegal or Unethical Behavior:

- Engage in unlawful activities, including sending, storing, or distributing prohibited content
- Cause nuisance, annoyance, or inconvenience to customers, the platform, or other parties.

c) Substance Abuse:

 Operate under the influence of alcohol, drugs, or any illegal substances. Any such conduct will lead to immediate suspension and potential account termination.

d) Platform Integrity:

- Harm or disrupt the proper functioning of the platform through unauthorized software, tools, or malicious code.
- Overload the system through spamming or denial-of-service actions.

e) Content Violations:

- o Share content that infringes intellectual property rights or violates any law.
- Transmit content that is obscene, harassing, deceptive, or harmful to individuals or communities.

f) Safety Protocols:

- Use incompatible or unauthorized devices on the platform.
- Bypass or undermine safety measures implemented by the Company.

5. Compliance with Laws

Riders must comply with all applicable laws, including but not limited to:

- Providing valid identification for police verification and background checks.
- Undergoing mandatory training programs and refresher sessions as deemed necessary by the platform.

6. Operational Limits

• Riders are restricted from operating on the platform for more than **10 to 12 hours per** calendar day. A mandatory break of at least **10 hours** is required between logins.

7. Spot Checks and Monitoring

• The Company reserves the right to conduct spot checks of vehicles or delivery equipment to ensure compliance with applicable laws and platform policies.

8. Health and Safety Compliance

• Rider must complete a mandatory medical examination, including an eye check-up, through a Company-designated institution. The cost will be borne by the Company.

9. Penalties for Non-Compliance

Failure to adhere to any of the above guidelines may result in:

- Temporary suspension or permanent deactivation of your account.
- Cooperation with government authorities in case of severe violations, as required under applicable laws.

10. PAYMENT TERMS

a) Convenience Fees and Charges:

 The Company may charge a convenience fee or other applicable charges for services provided through the platform. These charges are subject to change and will be communicated via updates on the platform.

b) Fare Collection:

 The Company or Service provider is authorized to collect service fees ("Fare") on behalf of the Riders. If Fare is collected in cash by the Riders, the platform's convenience fee will be adjusted before settlement with the Partner.

Your Responsibilities as a Rider

11. Professional Conduct and Communication

As a rider for both bike taxi and buy & delivery services, you are expected to maintain a high standard of professionalism in all your interactions.

- Communication with Service Providers: For both bike taxi and buy & delivery services, clear and respectful communication with your service provider is crucial. Any disputes or issues should be addressed directly with them. If you plan to terminate your partnership, all outstanding dues must be settled with the service provider. Failure to do so could result in deactivation or blocking from the platform.
- Unprofessional Behavior: The service provider holds the right to ban you from the platform
 if your behavior is deemed unprofessional or violates any of their policies. Always act with
 integrity, follow the guidelines, and maintain a positive relationship with your service
 provider.

12. Cash Handling and Package Delivery

- Handling of Cash for Buy & Delivery: When collecting cash for buy & delivery services, you
 must handle the transaction with the utmost care. All dealings regarding payment are
 between you and the service provider. Ensure that you have clear agreements in place
 before accepting or delivering packages. If you have any issues or need to resolve conflicts,
 they must be settled directly with the service provider.
- **Delivery Protocol:** Never take an offline ride or deliver packages without prior approval from the service provider. They are monitoring your activities, and any deviation from the approved process could lead to the termination of your access to the platform.

13. Prohibited Practices

- **No Personal Transactions:** Engaging in personal transactions or buying irrelevant items without the explicit approval of the user or service provider is strictly prohibited. All activities must remain professional and business-related.
- **Avoiding Direct Customer Communication:** You are not allowed to interact with customers outside the scope of your services. All communication should go through the platform or the

service provider. Any attempt to handle personal matters or negotiate outside of the defined business scope will lead to disciplinary actions.

14. Compliance and Resolution of Issues

- **Issue Resolution:** If you are found in violation of any policies, you must resolve the matter with the service provider before being allowed to continue working with DO N KEY DELIVERIES. If you are involved in malpractice or fail to follow professional standards, you may be permanently banned from the platform.
- Zero Tolerance for Malpractice: Both bike taxi and buy & delivery services must be carried
 out without engaging in fraudulent or deceptive activities. This includes any actions that
 could harm the platform's reputation or the safety of the customers. Any attempt to bypass
 established processes or engage in unethical practices will result in immediate
 consequences.

15. Service Commitments

Riders must not decline service requests from customers except in exceptional circumstances deemed justifiable by the platform. Frequent or repeated refusals to fulfil service requests may lead to appropriate action, including temporary suspension or permanent termination of your account and agreement with the platform.

Riders are expected to refrain from any actions that may damage the reputation of the platform or the service provider. Compliance with all applicable laws is mandatory at all times.

16. Platform Usage and Restrictions

Riders must adhere to the following guidelines regarding the use of the platform:

- Do not allow others to use your account or vehicle for platform-related activities.
- Do not transfer or assign your account to another individual or entity.
- Avoid any unlawful use of the platform, including but not limited to sharing illegal content or engaging in fraudulent activities.
- Do not engage in behavior that causes inconvenience or annoyance to customers, service providers, or other users.
- Consuming alcohol or drugs before or during service provision is strictly prohibited. The
 platform enforces a zero-tolerance policy for substance abuse, and any violations reported by
 customers or identified by the platform may result in immediate action, including suspension
 or account deactivation.

17. Protection of the Platform and Resources

To ensure the integrity of the platform, riders must:

- Avoid any actions that could harm or disrupt the platform, including the use of malicious software or devices.
- Refrain from overloading the system through practices such as denial-of-service attacks or spamming.

- Abstain from copying or distributing content on the platform without prior written consent.
- Only use authorized and compatible devices for accessing the platform.

18. Prohibited Content

Riders are strictly prohibited from sharing or uploading the following types of content on the platform:

- Material that infringes on someone else's rights or violates intellectual property laws.
- Content that is offensive, obscene, or promotes hatred, discrimination, or illegal activities.
- False, misleading, or harmful information, including deceptive messages about government entities or other sensitive topics.
- Content designed to harm minors or compromise national integrity, public safety, or friendly relations with other nations.
- Software or files containing viruses or codes intended to disrupt or damage systems.

19. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Riders and the Company agree to the following:

- 1. Both parties have the requisite authority and power to fulfill the obligations outlined in these terms.
- 2. The execution and performance of these obligations do not and will not breach any existing agreement, law, rule, regulation, or judicial pronouncement applicable to either party.
- 3. Neither party has been convicted by any court in India or internationally for crimes, including but not limited to those involving moral turpitude.

Riders further represent, warrant, and agree to the following:

- 1. They have the authority or assignment to operate the Vehicle without any restrictions that may hinder their ability to perform the Services or use the Platform.
- 2. They possess and will maintain all necessary rights, licenses, and permits required under applicable laws to provide Services.
- 3. They comply with the Motor Vehicles Act, 1988, the Food Safety and Standards Act, 2006, and any other relevant laws, regulations, or orders related to driving Bikes and delivering Services.
- 4. They have not been convicted within the past three years for offenses such as driving under the influence, fraud, property damage, acts of violence, sexual misconduct, or acts of terror.
- 5. They will hold and maintain valid, updated licenses, insurance, and permits necessary for Vehicle operation.
- Riders will adhere to traffic laws, avoid rash driving, and abstain from alcohol, tobacco, or intoxicants while on duty. Personal calls will only be made in emergencies and handled responsibly to ensure compliance with traffic rules.

- 7. Riders will interact professionally and courteously with customers and the Company, upholding high standards of hygiene, appearance, and dress.
- 8. They will perform their duties with diligence, care, and integrity, consistent with the expectations of professional service providers.
- 9. Riders will follow all standard operating procedures (SOPs) and policies prescribed by the Company.

Prohibited activities include:

- 1. Carrying weapons, firearms, ammunition, explosives, or other dangerous substances.
- 2. Soliciting extra monetary compensation, including tips, from customers.
- 3. Engaging in fraudulent or unlawful activities, such as falsifying information, manipulating trips, retaining or failing to deliver items, creating duplicate accounts, or tampering with Platform functionality.
- 4. Allowing more than one pillion rider on Bikes.
- 5. Operating Vehicles without valid permits, certificates, or insurance as required by applicable laws.
- 6. Violating road safety regulations, traffic signals, or speed limits.

Additional obligations:

- 1. Riders must complete pickups and deliveries efficiently while ensuring the safety of packages during transit.
- 2. Any illegal or prohibited items requested for delivery by customers must be reported to do N key immediately.
- 3. Riders must ensure that their total earnings do not exceed INR 20,00,000 per financial year and promptly notify the Company if they anticipate crossing this threshold.

The Company enforces these terms to ensure compliance with applicable laws and to maintain high standards of Service.

20. RIDER INFORMATION

Collection and Use of Rider Information:

do N key and its service provider(s) may collect Rider Information during the onboarding process and periodically thereafter to verify identity and for operational purposes. The Company and its service provider(s) reserve the right to store, process, access, and use Rider Information for purposes such as background checks, verification, marketing, service optimization, development, analytics, research, or any other lawful business purpose, in accordance with the Company's Privacy Policy, applicable laws, and agreements with the service provider(s). The Rider hereby expressly consents to such collection and use of their Information.

Disclosure of Rider Information:

Subject to applicable laws, do N key and its service provider(s) may disclose Rider Information to third parties, governmental agencies, or judicial authorities if required to resolve complaints,

disputes, or conflicts, including incidents involving the Rider, end-consumers, or other third parties (e.g., accidents or disputes).

Privacy Policy:

For more information on how your data is handled, please refer to our Privacy Policy.

Definition of Rider Information:

"Rider Information" includes but is not limited to personal data and documents collected during onboarding or at any later stage, such as:

- KYC documents linked to the Rider's bank
- Copies of government-issued vehicle registration certificates
- Mobile number and bank account details
- Vehicle insurance documents
- Driving license and identity proof
- Self-clicked images (selfies)
- Residence proof
- Location data
- Proof of ownership of the Rider's vehicle
- Any other data deemed necessary by the Company or its service provider(s)

21. Privacy and Data Integrity

Riders must maintain the confidentiality of all customer data, market information, and work products. This data, including customer details and any other proprietary information, is owned exclusively by do N key. Riders may not sell or share this information with third parties without explicit permission from the company. All non-public information provided by do N key, including technological tools, business strategies, and customer-related data, is considered confidential and must be treated as such.

Riders are prohibited from using or distributing customer data for any purpose outside of providing services under do N key's guidelines. Breaches of confidentiality may lead to immediate termination and legal consequences as per applicable laws.

22. Platform Ownership and Intellectual Property

do N key retains sole ownership of its platform, website, mobile application, and any associated content, including text, graphics, videos, and sound. This includes all designs, layouts, and digital media assets, which are protected under copyright and trademark laws.

The term "Intellectual Property Rights" encompasses all rights related to patents, copyrights, trademarks, trade names, and proprietary technologies. Riders are granted a limited, non-exclusive license to use the do N key mobile application for service delivery. This license is non-transferable and cannot be sublicensed or resold.

Riders may not:

- Modify or create derivative works of the platform.
- Reverse engineer or attempt to extract source code.
- Use the platform to develop competing services or products.
- Transfer, sell, or sublicense their access to the platform.

Violation of these terms may result in termination of access to the platform and legal action.

Rider Data and Aggregated Insights

All data provided by riders during onboarding and while using the platform, including personal information and operational data, remains the property of the riders. do N key reserves the right to use anonymized and aggregated data for performance analysis, service improvements, and marketing efforts.

Examples of data collected include:

- Identification documents
- Vehicle details
- Banking information
- Service history and location data

This information is stored securely and used in compliance with privacy regulations. Riders grant do N key a non-exclusive license to use their data for purposes like background verification, customer support, and analytics.

Aggregated Statistics

do N key may create aggregated, anonymized statistics using rider and customer data to improve services. These statistics will not identify individual riders and may be shared publicly or with third parties for business development and compliance purposes.

Prohibited Activities

Riders must not:

- Share or sublicense access to the do N key platform.
- Use automated scripts or programs to manipulate the platform.
- Develop competitive products using do N key's platform or data.
- Engage in activities that hinder the performance or reliability of the platform.

Violations of these terms will lead to immediate action, including suspension or permanent removal from the platform, and potential legal consequences.

23. OBLIGATIONS TO INDEMNIFY

The Rider agrees to indemnify, defend, and hold harmless the Company (do N key), the Service Provider, and their affiliates, licensees, officers, directors, agents, and employees from any claim,

liability, obligation, loss, damage, deficiency, assessment, judgment, cost, or expense (including, without limitation, costs and expenses incurred in preparing and defending any litigation, claim, action, suit, proceeding, or demand) arising out of or relating to any breach, inaccuracy, or failure by the Rider to perform obligations under these Terms and Conditions or applicable laws in connection with the provision of services.

The Company and the Service Provider reserve the right, at the Rider's expense, to assume exclusive defense and control of any matter subject to indemnification, including settlement decisions. The Rider agrees to cooperate with the Company and the Service Provider in defending or settling any such matter. Both entities will make reasonable efforts to notify the Rider of any claim, action, or proceeding initiated by a third party that falls under this indemnification upon becoming aware of it. Riders may engage separate legal counsel at their own expense, subject to the Company's and Service Provider's right to manage the defense and settlement.

24. DISCLAIMER OF WARRANTIES

The Company (do N key) and the Service Provider provide no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, availability, accuracy, or completeness of the services offered through the platform. Neither entity warrants that:

- 1. The services or platform will be uninterrupted, error-free, or operate without issues in conjunction with other hardware, software, or systems.
- 2. The platform will meet the Rider's requirements or expectations.
- 3. Stored data will always be accurate or reliable.
- 4. Any services or information obtained via the platform will meet expectations.
- 5. Errors or issues with the services or platform will be promptly resolved.
- 6. The platform or its servers are free of viruses or harmful components.

All warranties—express, implied, statutory, or otherwise—are expressly disclaimed to the fullest extent permitted by law, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. The platform and services are provided strictly on an "as-is" basis, and all risks associated with their use remain solely with the Rider.

PAYMENT TERMS AND LIMITATIONS

The Service Provider is responsible for processing Rider payments as outlined in the agreement. Any delays, discrepancies, or disputes regarding payments should be directed to the Service Provider, who holds the authority to address and resolve such issues in coordination with the Company. Both the Company and the Service Provider disclaim liability for any failure by the Rider to adhere to payment-related obligations, including but not limited to:

- Providing accurate payment details.
- Meeting payment deadlines.

Failure to comply may result in suspension or termination of access to the platform and associated services.

25. LIMITATION OF LIABILITY AND DISCLAIMER

The Company (do N key) shall not be liable to the Rider for any condition, suitability, quality, merchantability, or fitness for any purposes related to the Platform or the Services provided through it. The Company is also not liable for any civil, criminal, tortious, or other liabilities arising from the use or access of the Platform.

To the extent permitted by applicable law, the Company will not be held accountable for any civil, criminal, tortious, or other liability resulting from the Rider's breach of: (a) applicable laws governing the use of the Platform or the provision of Services; (b) the terms of licenses and permits issued by transport authorities; (c) these Terms & Conditions; or (d) the duty of care owed by the Rider to the Platform's users.

The Company disclaims any responsibility for the actions, omissions, or behavior of the Rider or the quality of the Vehicle. Any contract for services between the Rider and the customer is independent, and the Company is not a party to such agreements.

The Company makes no representations or endorsements regarding the accuracy, reliability, or quality of any information, advertisement, or material available through the Platform.

Under no circumstances will **do N key** be liable for indirect, punitive, incidental, special, or consequential damages, whether based on contract, tort, negligence, strict liability, or otherwise, even if the possibility of such damages has been advised.

Furthermore, to the maximum extent allowed by law, **do N key's** total liability arising from these T&Cs or the provided Services will not exceed INR 500/-.

26. TERMINATION AND REMEDIES

The Company reserves the right to terminate these T&Cs at its sole discretion at any time, with immediate effect, by deactivating the Rider's registration and access to the Platform. The Company may exercise this right for any of the following reasons:

- 1. Breach of these T&Cs;
- 2. Misuse of the Platform, as determined by the Company;
- 3. Non-compliance with relevant laws;
- 4. Failure to verify or authenticate Rider Information;
- 5. Actions or omissions leading to potential legal or contractual liabilities for **do N key**, including fraudulent activity, customer complaints, negative reviews, misconduct, negligence, or any prohibited actions under applicable laws;
- 6. Conduct detrimental to the business interests of **do N key**, such as misbehavior, criminal activities, fraud, negligence, or misuse of Platform assets.

The Company may terminate these T&Cs without prior notice.

Both do N key and the Rider may terminate these T&Cs with a 7-day written notice.

Upon termination:

- The Rider will cease accessing the Platform and providing Services;
- do N key will settle any outstanding dues after deductions, if applicable;
- The Rider will return all materials and property, including confidential information, belonging to do N key.

27. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

These T&Cs shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes related to these T&Cs will fall under the exclusive jurisdiction of the High Courts in Madurai or Dindigul, India.

If the dispute is not resolved amicably within 15 days from the initiation, the parties will submit to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration will be conducted in Tamil or English, with Dindigul, India as the seat of arbitration. The decision made by the arbitral tribunal will be final and binding.

28. TRANSFER OF RIGHTS AND OBLIGATIONS

The Rider is not permitted to assign or transfer any rights or obligations under these Terms & Conditions without prior written consent from the Company. The Company, however, reserves the right to assign or transfer its rights and obligations to affiliated entities or third parties at its discretion, without prior notice or consent.

29. CHANGES TO THE TERMS & CONDITIONS

The Company reserves the right to update or modify these Terms & Conditions at any time, in its sole discretion. While the Company will make reasonable efforts to inform you of any material changes, it is your responsibility to regularly review these Terms & Conditions on the Platform. Any updated version will automatically replace the previous version upon being posted, and your continued use of the Platform signifies your acceptance of these changes.

30. SEVERABILITY CLAUSE

If any part of these Terms & Conditions is found to be invalid or unenforceable by applicable law, that specific provision will be severed from the agreement. The rest of the Terms & Conditions will remain valid and enforceable, as if the severed provision were never part of the agreement.

31. INSURANCE COVERAGE

Currently, the Company does not offer insurance coverage to the Riders. However, discussions with the service provider are underway to potentially offer accidental insurance to Riders. If an agreement is reached, Riders will be informed and provided with insurance coverage accordingly.

32. COMMUNICATION AND NOTIFICATIONS

The Company may send notices through general announcements on the Platform, email correspondence to the address provided by the Rider, or physical mail to the registered address. Riders are encouraged to send any notices or inquiries to: support@donkeydeliveries.com

31. CUSTOMER CARE

For any feedback, issues, or suggestions regarding the Platform, you can reach out to our customer care at:

Email: support@donkeydeliveries.com

WhatsApp: +91 9363455953

Feel free to send a message on WhatsApp for immediate assistance, or email us if you prefer detailed support. We are committed to resolving any concerns promptly.

Address: DO N KEY DELIVERIES, Govindasamy street, Chinnalapatti, Dindigul, Tamil Nadu - 624301

USER AGREEMENT FOR AUTO & CAB SERVICES

This document is an electronic record in compliance with the **Information Technology Act, 2000** and the applicable rules under the Act, as amended. It pertains to electronic records under various statutes.

OVERVIEW OF TERMS AND CONDITIONS

These terms and conditions ("Terms") govern your access to, and use of, the mobile application

("do N key App") and any related website or services (collectively, the "Platform"). By using the Platform, you acknowledge that you have read, understood, and agree to abide by these Terms.

The ride services are provided by third-party drivers or service providers ("Drivers") who use the Platform to offer passenger transport services using their three-wheelers ("Auto") and four-wheelers ("Cab") (referred to collectively as "Vehicles"). These terms govern your use of the Platform and the associated services.

If you do not agree with these Terms, please refrain from accessing or using the Platform. These Terms supersede any prior agreements you may have had with us, and continued use of the Platform signifies your acceptance of these Terms and any amendments made by the Company at its discretion.

1. PLATFORM DESCRIPTION

do N key operates a **Software-as-a-Service (SAAS)** platform ("Platform") that connects Users with third-party Drivers offering transport services. The platform enables Users to discover available Vehicles (Auto or Cab) based on their pick-up and drop-off locations, with the fare agreed directly between the User and the Driver.

The Platform is a facilitator and does not provide transport services. All services are offered by third-party Drivers, and the terms of service between the User and Driver are separate from those outlined here.

2. USER COMMITMENTS

By accessing the Platform, you agree to the following:

- 1. **Eligibility**: You confirm that you are at least 18 years of age and have the legal capacity to enter into binding agreements.
- 2. **Legal Compliance**: You are not restricted by any legal, regulatory, judicial, or quasi-judicial authority from using the Platform.
- 3. **Appropriate Use**: You agree to use the Platform for lawful purposes only, in compliance with these Terms and all applicable laws.

3. ACCOUNT CREATION AND REGISTRATION PROCESS

When you access the **do N key** platform, you grant the company, either directly or via authorized third parties, permission to gather necessary information for identity verification purposes, in line with our **Privacy Policy**. We encourage you to review this policy for details on how your data is collected, processed, and shared.

You are required to register on the **do N key** platform and create an account ("Your Account") by providing accurate and current information requested during the registration process. You agree to ensure that all information provided is truthful, complete, and up-to-date.

It is your responsibility to protect the confidentiality of your account credentials (username, password, etc.). **do N key** is not liable for any loss or damage that may occur due to unauthorized use of your account, whether or not you are aware of such use.

You must adopt appropriate security measures to limit access to your login credentials and prevent unauthorized access to your account. This includes selecting strong passwords and other security mechanisms that safeguard your account and personal information.

If you believe your login credentials have been compromised or that your account is being used without your permission, you agree to notify us immediately. We may request additional information or documentation to verify your identity, confirm your rights over your email address or financial accounts, or cross-check your details with third-party databases.

We reserve the right to suspend, terminate, or restrict your access to the platform if we are unable to verify your information.

You are solely responsible for ensuring the accuracy of the information you provide, including contact details, and we are not responsible for verifying the accuracy of this information.

Your account is non-transferable, non-assignable, and cannot be sold to any third party. The **do N key** platform is restricted to users aged 18 and above. You are not authorized to allow any third parties to access or use your account.

You accept responsibility for all activities conducted through your account.

4. ACCESSING THE PLATFORM AND SERVICE PROVIDERS

Once your account is registered, you will gain access to the platform to discover available **Drivers** offering transportation services, which you can book from your selected pick-up to your destination location.

Please note that all transactions regarding payments, refunds, and cancellations will be directly between you and the **Driver** and are excluded from the **do N key** platform's involvement.

Using the platform, you will have the option to propose a fare to the **Driver** based on your chosen route and approximate distance. The **Driver** can either accept or reject your proposed fare.

After an agreement on the fare is made, the **Driver** will provide the transport service from your selected pick-up point to your drop-off location. The **do N key** platform does not engage in the transportation process itself.

The platform may provide an estimated fare range, based on the route and distance you select, to guide your fare quotation. However, **do N key** does not guarantee the accuracy or reliability of these price estimates.

The **do N key** company retains the right to alter, suspend, or terminate access to the platform at its discretion.

Important Note: Pricing Control

Please be aware that **all pricing** related to the ride services is controlled by the **service provider** (Driver). For any adjustments or changes in the fare, kindly communicate directly with the service provider to reach an agreement.

5. PAYMENT FOR TRANSPORT SERVICES

For the ride services you avail, payment will be made directly to the **Driver** (service provider).

The **Driver** may charge additional fees, including applicable taxes, as part of the transportation services provided. These fares and any other payments, whether owed by you to the Driver or by the Driver to you, are part of the private agreement between you and the Driver, and must be handled independently of the **do N key Platform**. **do N key** will not be responsible for any payment collection or transactions.

The **Driver** may issue an invoice for the ride services rendered. **do N key** does not issue or facilitate the issuance of invoices for ride-related transactions.

All payments are subject to applicable statutory taxes, duties, fees, and charges, including any new taxes that may be introduced in the future.

6. YOUR RESPONSIBILITIES AND CONDUCT

By using the **do N key Platform**, you agree to engage with the platform in a lawful and responsible manner, adhering to all applicable laws and regulations. You will refrain from any actions that could harm the reputation of the platform or the service providers.

You must not use the platform to cause any nuisance, annoyance, or inconvenience to the **do N key** company or any other individual.

You will avoid any misuse of the platform or any attempts to deceive or defraud **do N key** or others. Fraudulent activities, including but not limited to providing false information, creating duplicate accounts, manipulating device settings to disrupt the platform's functioning, exploiting promotions for unintended purposes, disputing legitimate charges, or any illegal activity, are strictly prohibited.

By using the platform, you also agree to the following:

- The **do N key Platform** is for your personal use. Reselling or distributing the platform is not allowed.
- You will not use the platform for illegal purposes, including storing or transmitting unlawful material.
- You will not use any device or software that could interfere with or harm the platform's operation, such as viruses, malware, or other harmful programs.
- You agree not to impose an excessive load on the platform's infrastructure, including through denial of service attacks or spam.
- You will not copy, distribute, or make any unauthorized use of the platform's content.
- You will not attempt to reverse-engineer, modify, or create derivative works based on the platform.

Additionally, you will not upload, share, or transmit any content that:

- Infringes the rights of others, including intellectual property rights.
- Is harmful, offensive, obscene, or unlawful.
- Encourages illegal activities such as gambling or money laundering.
- Contains misleading information, impersonates another person, or violates privacy rights.
- Contains viruses or software designed to disrupt system functionality.
- Threatens national security, public order, or integrity.

Failure to adhere to these guidelines will result in the immediate termination of your access to the do N key Platform.

7. Payment Expectations and Conduct

We want to emphasize that the **do N key** platform is a professional service, and as such, **drivers should not demand extra payments** from passengers. If a passenger wishes to provide a tip, it should be done voluntarily, not through direct requests.

If there are any discussions regarding price changes or adjustments, these must be taken up directly with the **service provider**, as they control the pricing structure.

Taking an **offline ride without prior approval** from the **service provider** is considered a violation of the platform's terms and is technically incorrect. In such cases, the **service provider** reserves the right to ban your account. Until any payment or issue is fully resolved with the service provider, **do N key** cannot lift the ban on your account within our network.

We urge you to adhere to these guidelines to ensure a smooth and professional service experience for everyone involved.

8. Communication and Notifications

You agree that **do N key** (either directly or through its affiliates and third-party agents) may communicate with you in connection with your ride services. These communications may be related to emergency situations involving safety or security, and can be sent through various channels such as push notifications, phone calls, WhatsApp, email, or other written means.

For any electronic communications (such as emails, SMS, or WhatsApp messages) related to emergency safety and security situations, we will consider the communication to be received by you within **24 hours** from the time it is sent. For postal mail, we assume it has been received **3 business days** after it has been sent.

By sharing your contact details with us on the **do N key** platform, you expressly consent to being contacted for purposes related to the platform and any emergency situations. Communication may be made through the following methods:

- Mobile or landline numbers you provide, or any number we reasonably believe we can use to contact you (even if it is not the number you provided).
- Any email address linked to your account on the platform.
- Automated dialing systems, pre-recorded or artificial voice messages, and other forms of communication.

Please note that the accuracy, clarity, and timeliness of communications depend on various factors. **do N key** is not responsible for any delays, non-delivery, or distortions in communications regarding ride services provided by the driver.

9. Respectful Communication

We value **respectful communication** at **do N key**, and we expect all individuals—drivers, users (passengers), and staff members—to maintain a professional and courteous tone in all interactions. This includes communication with service providers, fellow users, and **do N key** staff.

In case of any technical malfunctions or network issues, we ask that you refrain from using any abusive or disrespectful language. We highly respect every user in our network and handle all communications in a professional manner. We expect the same level of respect from all users, drivers, and service providers.

Any behavior that goes against this standard of respect may result in a review of your account and possible suspension, as we strive to maintain a positive and professional environment within our platform.

10. Disclaimers and Limitations of Liability

do N key makes no representations, warranties, or guarantees regarding the reliability, timeliness, quality, suitability, availability, accuracy, or completeness of the auto and cab services and/or the platform. **do N key** does not warrant or guarantee that:

- (a) Access to the platform will be secure, timely, uninterrupted, error-free, or compatible with any other hardware, software, system, or data;
- (b) The platform will meet your specific requirements or expectations;
- (c) Any stored data will be accurate or reliable;
- (d) The quality of services or information obtained through the platform will meet your expectations;
- (e) Any errors or defects in the services or platform will be corrected;
- (f) The platform or its servers are free from viruses or other harmful components.

The platform is provided to you on an "SAAS" basis.

All representations, warranties, and conditions, whether express, implied, statutory, or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the fullest extent allowed by law. You acknowledge and agree that the entire risk arising from your access to and use of the platform rests solely with you, and you will have no recourse against **do N key**.

do N key does not represent or endorse the accuracy or reliability of any information, advertisement, or materials provided through the platform or linked to from any part of the service, nor does it guarantee the quality of any products or services provided by the drivers or any associated materials.

Role of the Platform

The platform is solely a **discovery platform** operated by **do N key**, providing users with access to independent Drivers offering auto and cab services. The **do N key** company itself does not provide ride services, and **all ride services are provided directly by the Drivers through service provider. do N key** is not a party to any contract between the Service provider, user and the Drivers. You avail of the services from Drivers at your own risk.

Driver and Service Provider Responsibilities

Drivers are independent service providers, and **do N key** is not responsible for their actions, inactions, or the quality of the vehicle or services they provide. Any contract for ride services, including the payment for these services, is exclusively between you and the Drivers. **do N key** is not responsible for any issues arising from these services.

Platform Reliability and Updates

While **do N key** will make reasonable efforts to keep the platform and its contents accurate, up-to-date, and functional, we do not guarantee that the platform is free of errors, defects, or viruses, or that the contents on the platform are always correct and current. **do N key** is not liable for any damages or losses arising from delays, failures, interruptions, or errors in the platform's operation, including but not limited to damages resulting from the following:

- Delays in the delivery of electronic communications or the interception/manipulation of such communications by third parties;
- Software failures, including bugs, errors, or system incompatibilities;
- Power or telecommunication failures or interruptions;
- Natural disasters, accidents, or other unforeseen events.

Service Interruptions and Limitations

Access to the platform may occasionally be unavailable, delayed, limited, or slowed due to:

- Issues with hardware, software, telecommunication lines, or other systems;
- Software incompatibilities, bugs, viruses, or configuration issues;
- Overload of system capacities;
- Acts of God, including severe weather, natural disasters, civil unrest, etc.;
- Interruptions in utility services or labor strikes;
- Government or regulatory restrictions.

In the event of any issues arising with the platform, **do N key** will not be held liable for any damages, financial or otherwise, suffered as a result of such interruptions or failures.

11. Disclaimer of Liability

do N key makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy, or completeness of the services provided or the platform. We do not guarantee that:

- (A) Access to the platform will be secure, timely, uninterrupted, or error-free, or will operate in combination with any other hardware, software, system, or data.
- (B) Access to the platform will meet your expectations or requirements.
- (C) Any stored data will be accurate or reliable.
- (D) The quality of services, or information obtained through the platform, will meet your requirements or expectations.
- (E) Errors or defects in the services and/or platform will be corrected.
- (F) The platform or server(s) will be free of viruses or other harmful components.

The platform is provided to you strictly on an "as-is" basis.

Limitation of Warranties

All conditions, representations, and warranties, whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights, are hereby excluded and disclaimed to the maximum extent permitted by law.

You acknowledge that the entire risk associated with your access and use of the **do N key** platform rests solely with you, and that **do N key** shall not be held responsible for any losses or damages that may arise.

12. Independent Service Providers

The **Drivers** are independent service providers. **do N key** is not responsible for the behavior, actions, or inactions of the Drivers, nor the quality of the vehicles or services provided by them. Any contract for ride services, including payment for such services, is exclusively between you and the Drivers. **do N key** is not a party to that agreement.

You avail ride services from the Drivers at your own risk.

For clarification, **do N key** itself does not provide ride services and is not a service provider. Our role is strictly as a platform provider, connecting users (passengers) with Drivers who offer or provide ride services. The ride services are offered at the discretion of the Drivers, and you can accept or decline such services at your discretion.

13. Platform Availability and Accuracy

The information and recommendations provided on the **do N key** platform are intended for general informational purposes only and do not constitute professional advice.

do N key will make reasonable efforts to keep the platform and its content correct and up-to-date, but does not guarantee that the platform will be free from errors, defects, malware, or viruses. We assume no liability for any monetary or other damages incurred due to delays, failures, interruptions, or errors in the operation of the platform.

We also do not take responsibility for damages resulting from the use or inability to use the platform, including but not limited to delays or failures in communication, interception or manipulation of communications by third parties, or issues arising from viruses or other technical failures.

14. Limitations on Platform Access

Access to the **do N key** platform may be delayed, limited, or slowed due to the inherent nature of the internet or due to other circumstances beyond our control, including:

- Server, network, or hardware failures (including on your device).
- Software failures, including bugs, errors, viruses, configuration issues, or incompatibilities.
- System overloads.
- External factors such as severe weather, natural disasters, or other events.
- Interruptions in power supplies, labor strikes, or government regulations.
- Other unforeseen circumstances beyond the control of do N key.

15. Intellectual Property Ownership and Rights

do N key is the sole owner and licensed holder of all rights to the platform, its content, and any related digital media. This includes but is not limited to the design, layout, text, images, graphics, sounds, videos, and other content of the platform or any associated digital media that embodies trade secrets and intellectual property, all of which are protected under global copyright and intellectual property laws. All rights, titles, and intellectual property in the platform and its content are retained by **do N key**, except for third-party content and links to third-party websites.

16. Definition of Intellectual Property Rights

"Intellectual Property Rights" refers to all proprietary rights, including:

- Patent rights and utility models
- Copyrights, database rights, and moral rights
- Trademarks, trade names, domain names, and associated goodwill
- Trade secrets
- Industrial design rights

These rights also include registrations, applications for registration, renewals, and extensions of the above-mentioned rights worldwide.

17. Use of Trademarks and Service Marks

All logos, icons, and brand marks displayed on the platform are registered trademarks, service marks, or word marks of **do N key** in various jurisdictions, and are protected under applicable intellectual property laws. Unauthorized use, copying, modification, or publication of these marks is strictly prohibited.

18. Limited License to Use the Platform

Subject to your compliance with these Terms, **do N key** grants you a limited, revocable, non-exclusive, non-transferable license to download and install the platform on a single mobile device that you own or control. This license is granted solely for your personal use and is subject to the duration of these Terms and Conditions.

19. User Information and Data Ownership

As between the service provider and the user, all rights to:

- The information provided by the user,
- Any additional information input into the platform by the user or authorized users ("Additional Information"),

belong to and are retained solely by the user. Together, this information is referred to as **User Information**.

The user grants **do N key** a limited, non-exclusive, royalty-free, worldwide license to use and process User Information solely for the purpose of operating, maintaining, and improving the platform and services. This includes a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up license for **do N key** to use, reproduce, modify, and distribute the Additional Information as part of aggregate statistical data ("Aggregated Statistics").

20. Responsibility for User Information

The user is solely responsible for ensuring the accuracy, quality, legality, reliability, and appropriateness of all User Information entered into the platform. **do N key** agrees to use the User Information solely in accordance with these Terms and our Privacy Policy.

21. Aggregated Statistics

Despite the above, **do N key** may monitor user activity, including interactions with the platform and data usage, in an aggregate and anonymous manner. This information, including User Information, will be used to compile statistical and performance data ("Aggregated Statistics") to improve platform services.

All rights and ownership of Aggregated Statistics and any intellectual property rights therein belong solely to **do N key**. The user acknowledges that **do N key** may make such Aggregated Statistics publicly available or use it for service enhancement, data analysis, and marketing purposes, provided that such data does not identify individual users.

22. Third-Party Links and External Services

While using the **do N key** platform, you may come across links to third-party services, goods, or promotions hosted by external providers. These links may direct you to websites that are outside the control of **do N key**, and we are not responsible for the content, data collection practices, or privacy policies of these third-party websites. You visit these sites at your own risk.

Please be aware that these third-party websites may use cookies, collect personal data, or request other sensitive information from you. We recommend reviewing the privacy policies and terms of use of any external sites before interacting with them.

23. Termination of Access

do N key reserves the right to suspend or terminate your access to the platform at any time and without prior notice under the following circumstances:

- If you violate any of the terms outlined in these conditions.
- If, in the opinion of **do N key**, there is misuse of the platform or service.
- If there is a suspicion that your account is being used fraudulently.

In addition, **do N key** may, at its discretion, terminate your access for any reason without assigning a cause. While **do N key** is not obligated to provide prior notice of termination, we will notify you of the termination in accordance with these terms.

If **do N key** determines that your actions involve fraud or misuse of the platform or are harmful to the interests of **do N key**, other users, or third-party service providers, we reserve the right to take legal action against you.

24. Indemnification and Limitation of Liability

You agree to defend, indemnify, and hold harmless **do N key**, its affiliates, employees, directors, agents, and partners from any claims, damages, losses, liabilities, and expenses (including legal fees) resulting from your breach or alleged breach of these terms. This includes but is not limited to:

• Misuse of the platform.

- Violations of these terms.
- Claims arising from your use of the platform in connection with third parties.

In the event of a claim, **do N key** may take control of the defense at your expense, and you agree to cooperate with us in managing the matter. While you may engage your own counsel, **do N key** retains the right to oversee the defense and settlement of any legal actions.

Additionally, **do N key** is not responsible for assessing the suitability, legality, or capability of any drivers (referred to as Drivers), and you agree to release **do N key** from any liability arising from disputes or damages connected to drivers, including the provision of services via the platform.

25. Limitation of Liability

Under no circumstances will **do N key** be held liable for indirect, punitive, incidental, special, or consequential damages, or any damages arising from contract, negligence, or other legal theories, even if we were advised of the potential for such damages.

Furthermore, to the fullest extent allowed by law, **do N key's** total liability in connection with these terms or your use of the platform will not exceed an amount of INR 100/-. This limitation applies regardless of the type of claim, including breach of contract, tort, negligence, or product liability.

26. Governing Law, Jurisdiction, and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of the Republic of India.

Both parties agree to submit to the exclusive jurisdiction of the courts in Madurai or Dindigul, India.

Any disputes arising from or relating to these Terms will first be attempted to be resolved amicably between the parties. If an amicable resolution is not reached within fifteen (15) days from the initiation of the dispute, the matter will be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The arbitration will be conducted by a tribunal consisting of one (1) arbitrator, mutually agreed upon by the parties.

All arbitration proceedings will be conducted in Tamil or English, with Madurai or Dindigul, India as the seat for the arbitration.

The decision of the arbitral tribunal will be final and binding on both parties.

27. Assignment of Rights and Obligations

You are not permitted to assign or transfer your rights or obligations under these Terms without obtaining prior written consent from **do N key**. **do N key** may, however, assign its rights and obligations freely without prior notice to or consent from you.

28. Severability

If any provision, or part of any provision, of these Terms is deemed invalid, unenforceable, or prohibited under the laws of the Republic of India, that provision or part of the provision will be severed from these Terms. The remaining provisions will continue to be valid and enforceable as though the invalid or unenforceable provision was not part of these Terms.

29. Modifications to These Terms

do N key reserves the right to modify these Terms periodically. If significant changes are made, we will make reasonable efforts to notify you. However, it is your responsibility to review the Terms on the Platform regularly to stay informed of any updates. The revised version of the Terms will replace the previous version and will be effective immediately once posted on the Platform. Continued use of the Platform after the updated Terms are posted will be considered as your acceptance of the changes.

30. Notices

Notices under these Terms may be given via general announcements on the Platform, email to your registered email address, or by regular mail to the address you have provided to **do N key**.

31. Customer Care

For any customer concerns, you may reach out to us via:

- Customer Care Email: support@donkeydeliveries.com
- WhatsApp: +91 9363455953

Our support associates are available to assist you with any technical difficulties encountered on the Platform.

For issues related to drivers, such as ride fares, service quality, or fare collection, you may contact the respective service providers directly through their call or WhatsApp support channels.

While do N key Customer Care does not directly handle fare disputes, if you experience a price dispute that is genuine, we will take appropriate action against the service provider after a thorough review.

For quick assistance with price disputes, please inform us on WhatsApp at +91 9363455953.

TERMS AND CONDITIONS FOR SERVICE PROVIDERS (PRIME BUSINESS PARTNERS)

THIS DOCUMENT IS AN ELECTRONIC RECORD in terms of the Information Technology Act, 2000 and rules thereunder, as applicable, and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

do N key Deliveries (hereinafter referred to as the "Company", "us", "we", or "our") provides a technology-based Software-as-a-Service (SaaS) platform (hereinafter referred to as the "Platform") to enable Prime Business Partners (hereinafter referred to as "Service Providers", "you", or "your") to engage with drivers, riders, and customers for facilitating services, including but not limited to ride-hailing and delivery services.

This document outlines the terms and conditions (hereinafter referred to as the "T&Cs") that govern your access and use of the Platform. By registering on or using the Platform, you agree to abide by these T&Cs, which may be updated by the Company at its discretion from time to time.

ACCEPTANCE OF TERMS AND CONDITIONS TO USE THE PLATFORM.

By accessing or using the Platform, you agree to be bound by these Terms and Conditions (T&Cs). If you do not agree to the T&Cs, you must immediately stop using the Platform. The Company reserves the right to suspend or terminate your access for any non-compliance with these T&Cs. These T&Cs supersede any prior agreements or arrangements with you.

1. GENERAL COVENANTS

i. Purpose of the Agreement

This Agreement is designed to outline the mutual responsibilities between the Company and the Service Provider in the course of utilizing the Platform to facilitate services to end-users.

ii. Independent Contractors

The Service Provider acknowledges and agrees that their relationship with the Company is that of an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, joint venture, or partnership.

iii. Platform Usage

The Service Provider agrees to use the Platform strictly in compliance with all applicable laws, regulations, and the Company's policies. Any misuse of the Platform may result in suspension or termination of access.

iv. Compliance with Laws

The Service Provider represents and warrants that they shall comply with all applicable laws, including but not limited to local labor laws, transport regulations, and data protection laws.

v. Transparency in Operations

The Service Provider shall ensure transparency in engaging riders and drivers, maintaining accurate documentation of operations, and resolving disputes with users promptly.

vi. Confidentiality

The Service Provider agrees to maintain the confidentiality of all proprietary and non-public information shared by the Company during the term of this Agreement. Breach of confidentiality may result in immediate termination of the Agreement.

2. REGISTRATION ON AND OPERATION OF THE PLATFORM

i. Eligibility Criteria

To register as a Service Provider, you must meet the eligibility criteria as defined by the Company, including but not limited to the provision of valid identification, business licenses, and compliance with local laws.

ii. Account Registration

- You are required to create a Service Provider account on the Platform by providing accurate, current, and complete information.
- You must update your information promptly if there are any changes to ensure its accuracy.
- The Company reserves the right to verify your information through third-party checks and may suspend or terminate accounts for false or incomplete details.

iii. Data Sharing and Privacy

- The Company may collect, store, and process the Service Provider's data, including personal and business details, for operational purposes.
- All data handling shall be in compliance with applicable privacy laws and the Company's Privacy Policy.
- You consent to the use of your data for analytics, operational efficiency, and marketing purposes.

iv. Operational Guidelines

- The Platform shall be used only for lawful purposes, as defined under the applicable laws and Company policies.
- Service Providers are responsible for ensuring that all drivers or riders engaged by them meet the eligibility criteria and adhere to the Company's guidelines.
- It is the responsibility of the Service Provider to ensure all vehicles used are in compliance with local laws, including valid permits, insurance, and roadworthiness.

v. Service Fees and Charges

- The Company may charge a subscription fee or commission for the usage of the Platform. Details of such charges will be communicated in advance and are subject to change with prior notice.
- The Service Provider agrees to timely payment of all applicable charges as outlined by the Company.

vi. Communication and Notifications

- The Company may communicate with the Service Provider through electronic means, including but not limited to email, WhatsApp, SMS, and in-app notifications.
- Service Providers must respond to communications promptly and act on notifications in a timely manner to ensure smooth operations.

vii. Termination and Suspension

- The Company reserves the right to suspend or terminate a Service Provider's account in case of non-compliance, misuse, or violation of these T&Cs.
- Termination does not absolve the Service Provider from any outstanding obligations, including payment of dues or resolution of disputes.

3. REGISTRATION ON AND OPERATION OF THE PLATFORM

i. Registration Requirements

To access and use the Platform, Prime Business Partners ("you") must complete the registration process by providing accurate and up-to-date information as requested during onboarding. This includes, but is not limited to, personal identification details, business information, and any required documentation.

ii. Signing the Agreement

As part of the registration process, you are required to sign a formal agreement with **do N key Deliveries**. This agreement outlines the rights, responsibilities, and terms of collaboration between you and the Company.

- The signing of the agreement is a mandatory step and is facilitated by our Onboarding Team.
- You will not be granted access to the Platform until the agreement is signed and verified.

iii. Onboarding Process

- The Onboarding Team will guide you through the necessary steps, including account setup, agreement formalities, and compliance verification.
- Access to the Platform will be provided only after successful completion of the onboarding process, which includes:
 - Verification of all required documents.
 - Approval of the signed agreement.
 - Confirmation of readiness to comply with the terms of service.

iv. Account Creation and Maintenance

You are responsible for maintaining the confidentiality and security of your account credentials, including passwords. You agree to:

- Ensure that the information provided during registration remains accurate and complete.
- Notify the Company immediately in case of any unauthorized use of your account or security breaches.
- o Be solely liable for all activities performed under your account.

4. YOUR CONDUCT

As a Prime Business Partner using the **do N key Deliveries** platform, you are expected to maintain the highest standards of professionalism and integrity. By using the Platform, you agree to the following guidelines regarding your conduct:

Compliance with Laws and Policies

- You shall comply with all applicable laws, regulations, and policies while using the Platform and providing services.
- You agree to adhere to the Company's policies and any updates or amendments as communicated to you.

ii. Professional Behavior

- You are expected to behave respectfully and professionally towards riders, users, and all other stakeholders.
- Any form of abusive, harassing, or inappropriate behavior will result in immediate termination of your access to the Platform.

iii. Accuracy of Information

- You must ensure that all information provided by you to the Company or on the Platform is accurate, complete, and up to date.
- Misrepresentation of information, including but not limited to vehicle details, documents, or operational capabilities, will be considered a breach of this agreement.

iv. Use of the Platform

- The Platform must be used solely for the purposes outlined in this agreement and in a manner consistent with its intended functionality.
- o You shall not:
 - Engage in fraudulent activities or misuse the Platform.
 - Interfere with the functioning of the Platform or attempt to gain unauthorized access to its systems.
 - Use the Platform to engage in unlawful activities or harm the reputation of the Company.

v. Confidentiality

- You are responsible for safeguarding any confidential information accessed through the Platform or during the course of service.
- Sharing or disclosing such information without authorization is strictly prohibited.

vi. Respect for Property

 You are expected to use vehicles, tools, and other resources responsibly and maintain them in proper working condition. Any damage caused due to negligence or misuse will be your responsibility to address and rectify.

vii. Customer Interaction

- Your interactions with users and riders must be courteous and professional at all times.
- Any complaints regarding misconduct or poor service will be investigated, and appropriate action will be taken, including potential suspension or termination.

Failure to adhere to the above-mentioned standards of conduct may result in penalties, suspension, or permanent termination of access to the Platform.

5. RELATIONSHIP BETWEEN THE PARTIES

i. Independent Relationship

- The relationship between do N key Platform, Riders, and Drivers is that of independent contractors. No partnership, joint venture, agency, or employment relationship is created by this agreement.
- Each party operates independently, and no party has the authority to bind or obligate the other in any manner unless expressly authorized in writing.

ii. Platform as a Facilitator

 do N key serves as a technology platform that connects Riders with Drivers for transportation and delivery services. The Platform merely facilitates these transactions and is not a party to the actual service contract between Riders and Drivers.

iii. Prime Business Partners

 Prime Business Partners operate under the terms of their agreement with do N key, which outlines their responsibilities for managing drivers, maintaining service quality, and adhering to platform policies.

iv. Responsibilities of the Riders and Drivers

- Riders are responsible for ensuring timely payments for services availed through the Platform.
- Drivers are responsible for fulfilling the services in a professional, timely, and safe manner as per the guidelines provided during onboarding.

v. Dispute Resolution

 Any disputes arising between Riders and Drivers shall first be attempted to be resolved mutually. In case a resolution cannot be reached, the Platform will mediate as per its dispute resolution policy, but the Platform's decision shall be final and binding.

vi. No Liability for Acts of Third Parties

 The Company is not liable for the acts, omissions, or misconduct of any Rider or Driver. Each party assumes full responsibility for their actions while using the Platform.

6. SERVICE PROVIDER INFORMATION

i. Details of the Company

- do N key Deliveries is a technology service provider that offers a platform to connect Riders and Drivers for transportation and delivery services.
- The Company is incorporated under applicable laws and operates in compliance with the Information Technology Act, 2000, and other relevant legal statutes.

ii. Contact Information

o For inquiries, support, or grievances, you can contact:

Email: support@donkeydeliveries.com

Phone: 9363455953 for quick assistant

iii. Regulatory Compliance

The Company complies with all applicable data protection and privacy regulations.
 The collection, use, and sharing of user data are governed by the **Privacy Policy** accessible on the Platform.

iv. Notice

 All official notices or communications to the Company must be sent in writing to the registered office address or via the official email provided.

v. Disclaimer of Ownership

 The Company does not own, operate, or control any vehicles, nor does it employ Riders or Drivers. It acts solely as a facilitator and service provider to enable smooth and secure transactions between users.

vi. Service Availability

 The Platform's services are subject to availability and may vary based on geographic location, local laws, and technical constraints.

7. CONFIDENTIALITY

i. Definition of Confidential Information

- "Confidential Information" includes any non-public, proprietary, or sensitive information disclosed by one party to the other, whether orally, in writing, or electronically, during the course of using the do N key Platform.
- This includes, but is not limited to, user data, business processes, technical knowhow, financial information, agreements, and operational data.

ii. Obligations of Confidentiality

- Both parties agree to:
 - Use the Confidential Information solely for the purpose of performing obligations under this agreement.
 - Protect Confidential Information with the same degree of care used to protect their own confidential information, but no less than reasonable care.
 - Not disclose Confidential Information to any third party without prior written consent, except as required by law.

iii. Exclusions

Confidential Information does not include information that:

- Was publicly known at the time of disclosure or becomes publicly known through no fault of the receiving party.
- Was already known to the receiving party before disclosure, as evidenced by written records.
- Is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information.
- Is disclosed as required by law or government order, provided that the disclosing party is given reasonable notice to contest such disclosure.

iv. Breach of Confidentiality

 Any unauthorized disclosure or misuse of Confidential Information may result in termination of access to the Platform and potential legal action, including claims for damages.

8. PROPRIETARY RIGHTS

i. Ownership of Intellectual Property

- All content, trademarks, logos, trade names, software, databases, and other intellectual property (collectively referred to as "Proprietary Content") available on the do N key Platform are the exclusive property of do N key Deliveries or its licensors.
- Users are granted a limited, non-exclusive, non-transferable, and revocable license to use the Platform's services in accordance with these Terms and Conditions.

ii. Restrictions on Use

- Users agree not to:
 - Copy, modify, distribute, sell, or lease any part of the Platform or its Proprietary Content.

- Reverse engineer, decompile, or attempt to extract the source code of any software provided on the Platform.
- Use the Platform's trademarks or branding without prior written permission.

iii. User-Generated Content

Any content uploaded, shared, or created by users on the Platform remains the
property of the user, but by doing so, the user grants do N key Deliveries a
worldwide, royalty-free, transferable, and sublicensable license to use, reproduce,
modify, and distribute such content for the purposes of providing and improving
the Platform's services.

iv. Feedback and Suggestions

 Users who provide feedback, ideas, or suggestions about the Platform agree that such submissions may be used by do N key Deliveries without any obligation to compensate the user.

v. Infringement Claims

 If any party believes their intellectual property rights have been infringed upon by the Platform or its users, they must notify the Company in writing, providing all relevant details and supporting evidence.

9. INDEMNITY

i. Indemnity by Users

- Users agree to indemnify, defend, and hold harmless do N key Deliveries, its affiliates, directors, officers, employees, and agents (collectively, "Indemnified Parties") from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:
 - Breach of these Terms and Conditions.
 - Violation of applicable laws or third-party rights (including intellectual property rights).
 - Misuse of the Platform or services provided by do N key Deliveries.
 - Any dispute between users, riders, and/or drivers arising from the use of the Platform.

ii. Company's Right to Control Defense

 The Company reserves the right to assume exclusive control over the defense and settlement of any matter subject to indemnification. Users agree to cooperate fully in asserting any available defenses.

iii. Survival

The obligations under this section shall survive the termination or expiration of these
 Terms and Conditions.

10. DISCLAIMERS

i. Platform Services Provided "As-Is"

 The Platform and its services are provided on an "as-is" and "as-available" basis, without warranties of any kind, express or implied.

ii. No Guarantee of Service Availability

 do N key Deliveries does not guarantee that the Platform will be available at all times or operate without interruptions, delays, or errors. Maintenance, updates, or unforeseen issues may temporarily affect availability.

iii. Limitation of Responsibility

- The Company is not responsible for:
 - Actions, conduct, or services provided by riders, drivers, or other users of the Platform.
 - Losses or damages arising from unauthorized access to user accounts.
 - Errors in location data, service availability, or delivery timelines.

iv. Third-Party Links and Services

The Platform may contain links to third-party websites or services for convenience.
 do N key Deliveries is not responsible for the content, functionality, or reliability of such third-party resources.

v. Compliance with Laws

 Users are solely responsible for ensuring their compliance with local, state, and national laws when using the Platform. The Company disclaims liability for any legal issues arising from a user's failure to adhere to applicable regulations.

vi. No Warranty on Transactions

 The Company makes no representations or warranties regarding the accuracy, quality, or reliability of transactions carried out between users, riders, and drivers on the Platform. All transactions are undertaken at the user's own risk.

vii. Limitation of Liability

 To the fullest extent permitted by law, do N key Deliveries and its affiliates are not liable for any indirect, incidental, punitive, or consequential damages arising out of or related to the use of the Platform, even if the possibility of such damages was known or could have been foreseen.

11. LIMITATION OF LIABILITY

i. General Limitation

- To the maximum extent permitted by applicable law, do N key Deliveries, its affiliates, directors, employees, agents, and licensors shall not be liable for:
 - Any indirect, incidental, special, punitive, or consequential damages.
 - Loss of profits, data, or goodwill arising out of the use or inability to use the Platform or services, even if the Company has been advised of the possibility of such damages.

ii. Liability Cap

 The total liability of do N key Deliveries under any circumstances, whether in contract, tort, or otherwise, shall not exceed the amount paid by the user for accessing the Platform in the 12 months preceding the incident giving rise to liability.

iii. No Liability for Third-Party Actions

 The Company disclaims responsibility for the actions or omissions of riders, drivers, or any third-party service providers using the Platform.

iv. Jurisdictional Exceptions

 Some jurisdictions do not allow the exclusion or limitation of certain liabilities. In such cases, the liability of the Company shall be limited to the fullest extent permitted by applicable law.

12. TERMINATION

i. Termination by User

 Users may terminate their account and discontinue the use of the Platform at any time by providing written notice to the Company.

ii. Termination by the Company

- do N key Deliveries reserves the right to suspend or terminate access to the Platform, with or without notice, in cases of:
 - Breach of these Terms and Conditions.
 - Misuse of the Platform or unlawful activity.
 - Non-compliance with applicable laws or Company policies.

iii. Effect of Termination

 Upon termination, access to the Platform and associated services will immediately cease. Users remain liable for any obligations incurred before the date of termination.

iv. Survival of Provisions

 All provisions of these Terms that, by their nature, should survive termination shall remain in effect, including indemnity, confidentiality, proprietary rights, and limitation of liability clauses.

13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

i. Governing Law

 These Terms and Conditions shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

ii. Jurisdiction

 Subject to the dispute resolution clause, the courts located in [Specify Jurisdiction, e.g., Tamil Nadu] shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms and Conditions.

iii. Dispute Resolution

- Any dispute, controversy, or claim arising out of or relating to these Terms, including the validity, interpretation, or enforcement thereof, shall be resolved as follows:
 - **Negotiation**: The parties shall first attempt to resolve the dispute amicably through good-faith negotiations within 30 days of notice of the dispute.
 - Arbitration: If the dispute remains unresolved, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed mutually by the parties, and the venue shall be [Specify Location, e.g., Chennai]. The proceedings shall be in English.

iv. Exclusions

 Notwithstanding the foregoing, the Company may seek injunctive or equitable relief in any competent court to protect its intellectual property or enforce confidentiality obligations.

14. LIMITATION OF LIABILITY

i. General Limitation

- To the maximum extent permitted by applicable law, do N key Deliveries, its affiliates, directors, employees, agents, and licensors shall not be liable for:
 - Any indirect, incidental, special, punitive, or consequential damages.
 - Loss of profits, data, or goodwill arising out of the use or inability to use the Platform or services, even if the Company has been advised of the possibility of such damages.

ii. Liability Cap

 The total liability of do N key Deliveries under any circumstances, whether in contract, tort, or otherwise, shall not exceed the amount paid by the user for accessing the Platform in the 12 months preceding the incident giving rise to liability.

iii. No Liability for Third-Party Actions

 The Company disclaims responsibility for the actions or omissions of riders, drivers, or any third-party service providers using the Platform.

iv. Jurisdictional Exceptions

 Some jurisdictions do not allow the exclusion or limitation of certain liabilities. In such cases, the liability of the Company shall be limited to the fullest extent permitted by applicable law.

15. TERMINATION

i. Termination by User

 Users may terminate their account and discontinue the use of the Platform at any time by providing written notice to the Company.

ii. Termination by the Company

- do N key Deliveries reserves the right to suspend or terminate access to the Platform, with or without notice, in cases of:
 - Breach of these Terms and Conditions.
 - Misuse of the Platform or unlawful activity.
 - Non-compliance with applicable laws or Company policies.

iii. Effect of Termination

 Upon termination, access to the Platform and associated services will immediately cease. Users remain liable for any obligations incurred before the date of termination.

iv. Survival of Provisions

 All provisions of these Terms that, by their nature, should survive termination shall remain in effect, including indemnity, confidentiality, proprietary rights, and limitation of liability clauses.

16. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

i. Governing Law

 These Terms and Conditions shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

ii. Jurisdiction

 Subject to the dispute resolution clause, the courts located in [Specify Jurisdiction, e.g., Tamil Nadu] shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms and Conditions.

iii. Dispute Resolution

- Any dispute, controversy, or claim arising out of or relating to these Terms, including the validity, interpretation, or enforcement thereof, shall be resolved as follows:
 - **Negotiation**: The parties shall first attempt to resolve the dispute amicably through good-faith negotiations within 30 days of notice of the dispute.
 - Arbitration: If the dispute remains unresolved, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed mutually by the parties, and the venue shall be [Specify Location, e.g., Chennai]. The proceedings shall be in English.

iv. Exclusions

 Notwithstanding the foregoing, the Company may seek injunctive or equitable relief in any competent court to protect its intellectual property or enforce confidentiality obligations.

17. Liability Limitation & Payment Terms

At **do N key Deliveries**, we strive to provide an efficient platform for all Service Providers to conduct their business smoothly. However, it's crucial to clarify the extent of our liability and the responsibilities of the Service Providers:

i. No Liability for Service Provider Actions

do N key Deliveries is not liable for any actions, decisions, or consequences resulting from the Service Provider's use of the platform. This includes any legal claims, disputes, or losses that arise from the Service Provider's operations, services, or interactions with customers. The Service Provider assumes full responsibility for their business activities and agrees that they cannot make any claims against do N key Deliveries for issues arising from their own actions or decisions.

ii. Monthly Subscription Fee Only

The Service Provider is paying a monthly subscription fee to access and use the platform. This subscription fee is solely for access to the platform and its features. The Service Provider acknowledges that their subscription does not create any liability for do N key Deliveries beyond the provision of the platform itself. Any additional claims related to the Service Provider's business or external issues are the sole responsibility of the Service Provider.

iii. No Claims for Disruptions or Losses

The Service Provider understands and agrees that they cannot file any claims against do N key Deliveries for disruptions, damages, or losses in their business resulting from their non-payment or suspension due to failure to meet subscription obligations. If the Service Provider fails to renew their subscription on time, do N key Deliveries is not liable for any business interruptions or financial losses they may experience.

iv. Payment Responsibility

Service Providers must ensure that their subscription fees are paid on time each month to maintain uninterrupted access to the platform. Failure to pay will result in the suspension or termination of access to the platform. do N key Deliveries will not be held liable for any consequences stemming from the Service Provider's failure to make timely payments.

v. No Refund Policy

There is no refund provided in case of non-payment or early termination of subscription. Any fees paid are non-refundable, and Service Providers are expected to manage their subscription renewal independently.

18. Platform Subscription & Booking Fee Terms

i. Platform Subscription Fee and Booking Fee

In addition to the **monthly Platform Subscription Fee**, the **Service Provider** agrees to pay a **Platform Booking Fee** for each transaction facilitated through the **do N key Deliveries** platform. This fee covers charges from third-party vendors involved in facilitating the transactions.

ii. Payment Timing and Responsibility

The Platform Booking Fee must be paid at the end of each month for all transactions conducted through the platform. Failure to pay the fee on time will result in the suspension of platform access and other operational consequences as described below.

iii. Consequences of Non-payment

If the **Service Provider** fails to pay the applicable **Platform Booking Fee** within the specified time frame, **do N key Deliveries** reserves the right to take appropriate action, including:

- Suspension of Access: Immediate suspension of the Service Provider's access to the platform, including the ability to engage with Riders, Drivers, and Customers.
- Loss of Services: The Service Provider will no longer be able to use any platform services, such as booking rides, receiving customer orders, or conducting business transactions.

iv. Termination of Contract and Legal Action

If the Service Provider wishes to leave the platform, they are required to **settle any outstanding payments** and **officially close the contract**. Non-payment of fees will result in the termination of the business relationship and closure of third-party vendor agreements.

If the **Service Provider** refuses or fails to pay any outstanding fees, **do N key Deliveries** will pursue legal action to recover the owed amount, including **filing a lawsuit** for breach of contract. **The Service Provider** agrees to cooperate fully with **legal requirements**, including working with government officials and adhering to the **jurisdiction of our legal framework**.

v. Legal Action and Payment for Legal Costs

If the Service Provider fails to pay any outstanding fees or fulfill their contractual obligations, do N key Deliveries reserves the right to pursue legal action to recover the owed amount. This includes filing a lawsuit or taking any other necessary legal steps.

In such cases, the Service Provider agrees to bear all legal costs, including but not limited to:

- Court fees
- Attorney fees
- o Costs associated with legal proceedings

These expenses will be the responsibility of the **Service Provider** and will not be covered by **do N key Deliveries**. Additionally, the **Service Provider** agrees to fully cooperate with all **legal proceedings** and adhere to the jurisdictional authority involved in the case.

19. ASSIGNMENT

The Service Provider may not assign, transfer, or subcontract any of its rights or obligations under these Terms and Conditions to any third party without the prior written consent of **do N key Deliveries**. **do N key Deliveries** reserves the right to assign, transfer, or subcontract any of its rights and obligations to third parties without the Service Provider's consent.

20. AMENDMENT

do N key Deliveries reserves the right to modify, amend, or update these Terms and Conditions at any time, at its sole discretion. Any amendments will be communicated to the Service Provider through notifications on the Platform or via email. The continued use of the Platform after such amendments shall constitute the Service Provider's acceptance of the modified Terms and Conditions. If the Service Provider does not agree with the updated terms, they must cease using the Platform immediately.

21. SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a competent court or tribunal, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision will be modified or interpreted to the extent necessary to make it enforceable while reflecting the intent of the original provision.

22. INSURANCE

The Service Provider is responsible for maintaining adequate insurance coverage for their vehicles, employees, and operations, as required by applicable law. **do N key Deliveries** does not provide insurance coverage for the Service Provider's vehicles, riders, drivers, or business operations. The Service Provider agrees to indemnify **do N key Deliveries** from any claims arising from a lack of insurance or failure to maintain adequate coverage.

23. NOTICES

All notices or communications required or permitted to be given under these Terms and Conditions shall be in writing and may be delivered via email, through the Platform, or by post to the contact details provided by the Service Provider at the time of registration. Notices to **do N key Deliveries** should be sent to the registered office address or any other address specified by **do N key Deliveries**. Any changes to contact details should be promptly updated by the Service Provider in their account settings.

24. CUSTOMER CARE AND GRIEVANCE REDRESSAL

In case of any issues or grievances, the Service Provider can contact the **do N key Deliveries** customer support team via email, phone, or the customer support section of the Platform. **do N key Deliveries** is committed to resolving all grievances in a timely and fair manner. The Service Provider is encouraged to bring any concerns to the attention of the customer support team within a reasonable time frame. If the issue remains unresolved, the Service Provider may escalate the matter to the Grievance Redressal Officer for further assistance.

Important Notice

do N key reserves the right to change terms and conditions to maintain the smooth operation of the business and platform.