

# Oim Technology Pvt.Ltd

(Oim Cab)

## PRIVACY POLICY

Last updated: MAY 6th, 2018

### 1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the "*Services*") made available by Oim cab.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Oim cab. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Oim cab may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Oim cab may amend the Terms related to the Services from time to time. Amendments will be effective upon Oim cab's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Oim cab's Privacy. Oim cab may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

## 2. The Services

The Services constitute a technology platform that enables users of Oim cab's mobile applications or websites provided as part of the Services (each, an "*Application*") to arrange and schedule transportation and/or logistics services with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with Oim cab or certain of Oim cab's affiliates ("*Third Party Providers*"). Unless otherwise agreed by Oim cab in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT OIM CAB DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY OIM CAB OR ANY OF ITS AFFILIATES.

### **License**

Subject to your compliance with these Terms, Oim cab grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Oim cab and Oim cab's licensors.

### **Restrictions**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Oim cab; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### **Provision of the Services**

You acknowledge that portions of the Services may be made available under Oim cab's various brands or request options associated with transportation or logistics, including You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Oim cab's subsidiaries and affiliates; or (ii) independent Third Party Providers, including transportation network

company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

### **Third Party Services and Content**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Oim cab does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Oim cab does not endorse such third party services and content and in no event shall Oim cab be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

### **Ownership**

The Services and all rights therein are and shall remain Oim cab's property or the property of Oim cab's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Oim cab's company names, logos, product and service names, trademarks or services marks or those of Oim cab's licensors.

## **3. Your Use of the Services**

### **User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Oim cab certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Oim cab's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Oim cab in writing, you may only possess one Account.

## User Requirements and Conduct

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

## Promotional Codes

Oim cab may, in Oim cab's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Oim cab establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Oim cab; (iii) may be disabled by Oim cab at any time for any reason without liability to Oim cab; (iv) may only be used pursuant to the specific terms that Oim cab establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Oim cab reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Oim cab determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## User Provided Content.

Oim cab may, in Oim cab's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Oim cab through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Oim cab, you grant Oim cab a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Oim cab's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Oim cab the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Oim cab's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Oim cab in its sole discretion, whether or not such material may be protected by law. Oim cab may, but shall not be obligated to, review, monitor, or remove User Content, at Oim cab's sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Oim cab does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **4. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Oim cab will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Oim cab. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Oim cab will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Oim cab using the preferred payment method designated in your Account, after which Oim cab will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Oim cab may, as

the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Oim cab, Oim cab reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Oim cab's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Oim cab will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Oim cab may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, Oim cab does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Oim cab (on Oim cab's website, in the Application, or in Oim cab's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Oim cab provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

#### **Repair or Cleaning Fees**

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Oim cab in Oim cab's reasonable discretion, Oim cab reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Oim cab to the applicable Third Party Provider and are non-refundable.

## 5. Disclaimers; Limitation of Liability; Indemnity.

### **LIMITATION OF LIABILITY**

OIM CAB SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF OIM CAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OIM CAB SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF OIM CAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OIM CAB SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OIM CAB'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL OIM CAB'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

OIM CAB'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT OIM CAB HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### **Indemnity**

You agree to indemnify and hold Oim cab and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Oim cab's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 7. Other Provisions

You may not assign or transfer these Terms in whole or in part without Oim cab's prior written approval. You give your approval to Oim cab for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Oim cab's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Oim cab or any Third Party Provider as a result of the contract between you and Oim cab or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

### **DISCLAIMER**

The service are provide "AS Is" AND "AS AVAILABLE" OIM CAB disclaims representation and warranties express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchant ability, fitness for a particular purpose and non-infringement. In addition, oim cab makes no representation, warranty, or guarantee regarding the services or any services or goods requested through the use of free. Oim cab does not guarantee the quality, suitability, safety or ability of third party providers; you agree that the entire risk arising out of your use of the services, and any services or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

1. You agree that OIM's role is limited to (a) managing and operating the Portal and the Service Provider App and being a market place solely for the display of the Transport Services in the manner decided by OIM unilaterally, (b) being an online booking platform facilitating the Provision of Transport Services by the Transport Service Provider to the users of the Portal, and (c) Payment collection through an e-wallet (Oim Money powered by Zip cash) to facilitate the Transactions between Transport Service Provider and the users of Portal. Accordingly, OIM is merely an intermediary providing online marketplace services and the Service Provider App is



only a platform where Transport Service Provider shall offer Transport Services to the users on Execution of the Agreement and registration and acceptance by users of the customer terms and Conditions on the Portal.

2. OIM disclaims and shall disclaim all representations and warranties to the Transport Service Provider, of any kind, whether express or implied as to condition, suitability, quality, Merchantability and fitness for any purposes in respect of the OIM Device(s), Service Provider's

App and Portal or the services provided through the Service Provider App on the Portal and Accordingly, disclaims all liabilities, whether civil, criminal, tortious, or otherwise, that may Accrue as a consequence of the use and access of OIM Device(s), Service Provider's App and Portal.

3. To the extent permissible under applicable laws, OIM disclaims and shall disclaim all Liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of the breach by the Transport Service Provider (a) of the applicable laws in respect of the Transport Services; (b) of the terms of the applicable licenses and permits that are issued by the transport authorities; (c) of the terms of the Transport Service Provider T&Cs; or (d) of the duty of care the Transport Service Provider owes to the users of the Portals.

4. OIM does not warrant to the Transport Service Provider that the Transport Service Provider will be able to use the OIM Device(s), Service Provider App on the Portal at all times or locations or that the OIM Device(s) and Service Provider App on the Portal and the Transport Services provided through the Service Provider App on the Portal will be uninterrupted or virus free or error-free or free from any technical glitches or malicious software and that the defects will be corrected by OIM.

#### V. Payment Terms

In consideration of OIM providing the Transport Service Provider's and the Vehicle's Information on the Portal, and for enabling the Transport Service Provider to provide Transport Services through Service Provider App on the Portal, various payments, more particularly set out in the Commercial Terms Segment annexed hereto as Exhibit C, between the Transport Service Provider and OIM ("Fees") shall be settled in the manner set out and paid in the manner set out in the Commercial Terms Segment annexed hereto as Exhibit C.

#### VI. Confidentiality

The Transport Service Provider acknowledges that pursuant to this Agreement, the Transport Service Provider will have access to confidential information of OIM and its affiliates, which has been provided by OIM. The Transport Service Provider undertakes to keep confidential all data and other confidential information of OIM and shall not sell or otherwise make that information available to any third party. Confidential information shall mean and include all information, whether verbal or written, disclosed to the Transport Service Provider by OIM or Portal users, as the case may be, but not be limited to Portal users details (i.e., Personal Information and sensitive personal information as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011), phone numbers, market information, all work products and documents related thereto, the contents of the Service Provider App / Portal or any other information, whether provided orally or in writing, received or to be received by the Transport Service Provider. Further, the Confidential Information at no times can be disclosed to any party in the same or similar business as that of OIM ("Competitor"). In the event, OIM becomes aware that the Confidential Information has been disclosed to a Competitor or has been used for the benefit/interest of the Competitor, OIM can claim such direct and indirect damages as it may suffer due to such losses.

## VII. License and Proprietary Rights

1. License Grant: Subject to the terms and conditions of this Agreement, OIM hereby grants the Transport Service Provider a limited, non-exclusive, non-transferable, non-sub licensable, non-assignable license, during the term of this Agreement, to the Service Provider App on the Portal of OIM solely for the purpose of providing Transport Services to the Portal users and also for settlement of Fees between OIM and Transport Service Provider. All rights not expressly granted to the Transport Service Provider are reserved by OIM.

2. Ownership. The Portal, Service Provider App and Confidential Information, including but not limited to all intellectual property rights such as company name, logos, product and service names, trademarks, services marks or other indicia of ownership ("OIM Intellectual Property"), shall remain (as between the Transport Service Provider and OIM) the property of OIM. Neither this Agreement, the Transport Service Provider T&C nor Transport Service Provider's use of the Portal and Service Provider App conveys or grants to the Transport Service Provider any rights:

(a) in or related to the Portal and Service Provider App, except for the limited license granted above; or (b) to use or reference in any manner OIM's Intellectual Property.

3. The Transport Service Provider agrees that it shall not reproduce, transcribe or make any Copies of the OIM Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such

## **OIM Intellectual Property**

### Indemnification

1. The Transport Service Provider agrees and undertake to indemnify and to hold harmless OIM and other parties determined by OIM, OIM affiliates, successors, agents, assigns, and each

of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the Transport Service Provider of the Transport Service Provider's obligations, responsibilities, representations, or warranties under the Subscription Agreement and/or Transport Service Provider T&C; (ii) breach of any service level commitments provided in Exhibit B; (iii) any infringement or unauthorized use of intellectual property rights of OIM including but not limited to infringement of intellectual property rights of OIM in the Service Provider App or Portal (iii) any breach of the confidentiality obligations of the Transport Service Provider under this Agreement or Transport Service Provider T&C (iv) any violation of the applicable law, applicable license and permit terms of the transport authorities; (v) any violation of OIM policies by the Transport Service Provider; (vi) any harm to the reputation and goodwill of OIM directly attributable to the Transport Service Provider; (v) damage, unauthorized use or loss of the Service Provider App in the Device; (vii) death, fraud, theft, misconduct, negligence or deficiency of Transport Services by the Transport Service Provider; any negligent act or omission committed in the course of Transport

Services hereunder, or any misrepresentation made during the course of Transport Services hereunder; (xi) personal injury to or property damage of user of Portal including but not limited motor accident claims, if any, asserted against OIM and its associates by reason of the use and operation of Transport Service Provider's Vehicle(S); (viii) civil or criminal offense under law or in the opinion of OIM; (xii) failure of the Transport Service Provider to make tax payments in accordance with applicable laws.

2. The Transport Service Provider shall be liable to indemnify and hold OIM harmless Against all damages, losses, costs and expenses incurred by OIM as a consequence of any Complaint from any user of the Portals received by OIM with respect to deficient Transport Services.

3. Notwithstanding anything contained in this Agreement, however, subject to applicable laws, the total aggregate liability of OIM under this Agreement or Transport Service Provider IX. Specific Indemnity

The Driver shall be solely liable for any and all accidents/incidents involving the Vehicle, while providing the taxi Services. Oim shall not be held liable for any such accidents/incidents involving the Driver's Vehicle.

All miscellaneous expenses pertaining to the Vehicle, such as maintenance expenditures, penalty for violation of traffic rules, etc., shall be borne solely by the Driver, and Oim shall not be held liable or responsible for the same.

#### X. Entire Agreement

This Agreement along with, various Exhibits and Transport Service Provider T&C, which Exhibits and Transport Service Provider T&C will be e-contracts, shall form the entire agreement between the Parties and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement or Transport Service Provider T&C. In the event of any contradiction between the terms contained under this Agreement and the Transport Service Provider T&C, the terms of the Transport Service Provider T&C shall prevail.

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