

USER AGREEMENT AND RENTAL TERMS

PLEASE NOTE THAT THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT THAT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME AND WILL GOVERN THE TERMS AND CONDITIONS (“**RENTAL TERMS**”) FOR AVAILING OUR SERVICES OFFERED THROUGH OUR [WEBSITE/MOBILE APPLICATION] UNDER THE NAME AND STYLE OF [●] (“**APPLICATION**”). BY ACCEPTING THIS USER AGREEMENT AND RENTAL TERMS PROVIDED HEREIN, IT SHALL BE DEEMED THAT YOU HAVE ALSO AGREED, UNDERSTOOD, ACCEPTED THE TERMS OF THE AUTHORIZATION LETTER ACCESSIBLE AT

Before renting the Vehicle (defined below), please note that the Rental Terms will affect your legal rights and will limit or eliminate your ability to bring legal actions in future. Without your acceptance of these Rental Terms and your deemed acceptance of the terms of the Authorization Letter, Huse Bike and Services Pvt Ltd. shall not be able to give on rent any Vehicles. If you do not agree with the Rental Terms, then please do not use the Application or avail any Huse Services (defined below) being offered through the Application.

This document is an electronic record in the form of an electronic contract in terms of the Information Technology Act, 2000 read with the rules framed thereunder, (as amended from time to time) and the provisions pertaining to electronic records in various statutes amended by the Information Technology Act, 2000 and does not require any physical, electronic or digital signature.

Set out below is the list of some of the Rental Terms that You must take careful note of, in the event You are on a smartphone or other electronic device with a small screen:

- (i) In order to rent a Vehicle, you must have a valid driver's license / address proof / valid ID i.e., Adhaar Card or Pan Card as per applicable laws.
- (ii) Upon completion of your ride, you are required to lock and park the Vehicle at the designated Huse Hub Location in compliance with applicable laws. Failure to lock and/or park the Vehicle at the Huse Location will result in the trip continuing, and you will continue to incur charges in relation to the same. Huse reserves the right to terminate your ride and impose incidental charges attributed to vehicle damage as specified on the Application. Huse reserves the right to withhold the rider security deposit in case the bike has not been returned at the end of lease tenure.
- (iii) You are required to comply with all traffic laws, including but not limited to electric vehicle regulations applicable in your area. Huse shall not be liable for any breaches of such laws and regulations by You while operating the Vehicle or utilizing Huse Services. In the event of a violation of traffic laws, Huse may impose a penalty on you in accordance with the rates specified on the Application
- (iv) In the event of any damage or malfunction of the Vehicle, You must immediately report it to Huse using the support feature on the Application.
 - Rider to park at a safe spot nearby
 - Rider to open ticket section on APP
 - Rider to describe the issue/accident & upload relevant visual proof
 - Rider to submit the ticket
 - The app would guide the rider to the POC or the nearest maintenance hub
 - The rider has to arrive at the hub & pay the amount attributable to the repair as per the instruction on the app through UPI
 - If bike needs to be replaced, Rider to follow handover/surrender process & subsequently the onboarding process for a new bike
 - For handover Rider to arrive at maintenance site
 - Maintenance partner to check if bike has been issued back in relevant condition with everything intact including charger & battery

- If everything is intact - The maintenance partner should from the backend delink rider's bike from the ride --> give huse the go ahead to refund SD & let the rider go
- If damages are there, these can be deducted from SD & if damages claim exceed SD value then the SD would be dedicated and additional will be sent to rider app which the rider has to accept and pay after payment , maintenance partner would delink the bike from rider account from the backend and let the rider go.

(v) Huse clearly agrees to let, and You clearly agree to rent the Vehicle subject to these Rental Terms.

(vi) Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in Indian Rupees.

Capitalized terms used above shall have the meaning ascribed to them in the User Agreement.

USER AGREEMENT

The renting, booking and use of Vehicles availed by You from Us and incidental services are governed by the following Rental Terms as set forth herein (“**User Agreement**” or “**Agreement**”):

This User Agreement is between **Huse Bike & Services Pvt Ltd** a company incorporated under the Companies Act, 2013, having corporate identification number: U45402MH2024PTC432954 and having its registered office at Building no. 1 and 2, Sativali Udyog Nagar, Sativali Road, Behind Blue Chip Industrial, Vasai-Virar City, Thane, Vasai, Maharashtra, India 401208 (hereinafter referred to as “**Huse**” or “**Company**” or “**We**” or “**Us**” or “**Our**”, which expression unless the context may otherwise require to include its successors, and permitted assigns) and the registered users of Application, who is a natural or a legal person and avails any Vehicle on rent/hire (hereinafter referred to as “**User**” or “**Rider**” or “**You**” or “**Your**” or “**Yourself**”). Under the Rental Terms and in consideration of Your use of any of the Huse Services (*defined below*) provided by Huse, You will have to abide by all terms and conditions in this Agreement and the Authorization Letter (defined below), as applicable

WHEREAS:

- A. Huse is inter-alia engaged in the business of providing electric vehicle on lease via the Application for rent/hire which is reserved by the User for a specific period, as per the Rental Terms of this Agreement and shall include (i) The electric bike, (ii) Battery Pack (iii) EV bike charger
- B. You are eager to avail the services and take on rent a Vehicle and have filled the online in the mobile app form containing your address and contact information and it is deemed that you have agreed to and accepted the terms of the authorization letter available in the app & pursuant to which you shall have irrevocably authorized any and all persons who have engaged you as a delivery partner and with whom Huse has entered into a service agreement (“**Aggregator**”), to undertake certain actions on your behalf in favour of Huse (“**Authorization Letter**”); and uploaded / or agreed to provide the identity proof, and other required details. You have selected the Vehicle by selecting the appropriate column in the booking form. You have chosen the expected rental plan on the Application. You understand and agree to the tariffs and rates applicable along with applicable taxes. The Vehicles’ insurance covers for the risks listed in the insurance policy taken by the company.

BOTH THE RIDER AND HUSE HAVE AGREED TO ENTER INTO THIS AGREEMENT IN ACCORDANCE WITH THE RENTAL TERMS AS STATED HEREINAFTER.

1. GENERAL

This Application is only available for individuals who desire to take a Vehicle on rent/ hire. Your use of the Application and Huse Services are governed by this Agreement as applicable including other applicable policies which are accessible on the Application and are incorporated herein by way of reference. If You use or transact on the Application, then You shall be subject to the policies that are applicable for such use or transaction. It is hereby clarified that by mere use of the Application, You

shall be contracting with Huse and this Agreement as applicable shall constitute Your binding obligations, with Huse.

2. HUSE SERVICES

- 2.1. The services provided by Huse under this Agreement shall include:
- (a) Vehicles rented by the User;
 - (b) All other related equipment, personnel, EV battery charger , Application, website and information provided or made available by Huse; (collectively, “**Huse Services**”).
- 2.2. The Huse Services are provided by Huse only within the city or location in which You rent the Vehicle.
- 2.3. The Huse Services are subject to availability of the Vehicles, fulfilment of terms of this Agreement and compliance with the Authorization Letter.

3. SUBSCRIPTION AND PAYMENT

3.1. Subscription:

- (a) If available in Your area, You may rent a Vehicle on an agreed schedule published on the Application for the rental fees (“**Rental Fees**”) as stipulated on the Application and updated from time to time (“**Subscription**”). Your Subscription to the Vehicle will begin once you have paid the Security Deposit & Rental Fees (detailed hereinunder). Your Subscription will continue till the agreed schedule subscribed for on the Application (“**Rental Period**”).

A1: If available in Your area, You may rent a Vehicle on an agreed schedule published on the Application provided you have filled in the necessary allotment form available with the aggregator (i.e., Zepto), provided HUSE with copies of your valid ID proof (Aadhaar, Pan, Passport, DL) and registered on the huse bike app post successful completion of the online KYC form through the app.

- (b) You can subscribe for up to 1 Vehicle at a time.
- (c) We may offer a variety of subscription plans, including free trials, discounted pricing for limited times or special third-party promotional plans that may have different or additional terms disclosed to You on the Application at the time of signing up on the Application. [Some of these offers are offered by the third parties, and we are not responsible for their products and services.]
- (d) At the time of Subscription, for KYC and record keeping purpose, You shall provide to Us, Your Aadhar Card and/or valid driving license if applicable. Additionally, you shall provide us with Your name, address, phone number, email address and payment information and any other information as may be required by Us. You shall ensure that all information provided is accurate and promptly update it, in the event of any change in such information. You agree and undertake that the information provided by You to Us is true and correct and no information has been misrepresented or concealed by You.

3.2. Rental Fees:

- (a) The Rider shall pay the Security Deposit (as per clause 3.5 hereunder) as a pre-condition to his Subscription to the Vehicle.

- (b) By having accepted the terms of the Authorization Letter, You irrevocably and unconditionally authorize the Aggregator to deduct the Rental Fees in the manner stipulated under the Authorization Letter. Huse reserves the right to withhold rider security deposit & charge additional amount as attributed to recovery or repair in the event, the rider has failed to return the bike under ideal conditions stipulated above and/or under damaged condition.
- (c) The rates of the Rental Fees may vary between locations and will be provided to you through the Application when You start your Subscription.
- (d) All Rental Fees and charges are subject to applicable taxes and local government charges, which may be charged and collected by Huse and may be modified by Huse from time to time at its sole discretion.

3.3. Promo Codes

Promotional codes (discounts) are single-use offers and can only be redeemed through the Application. Only one promotional code may be applied per individual ride. Huse retains the right to alter or terminate discounts at any time. Each discount is restricted to one per User and account and cannot be combined with other promotions. Discounts are non-transferable and may not be sold.]

3.4. Maximum Rental Time – 7 days or 1 Month as defined in the application.

[●]

3.5. Security Deposit and Huse Money account balance

- (a) The Rider shall deposit the security deposit amount as specified in the tariff card on the Application (“**Security Deposit**”) to Huse via specified payment methods.
- (b) The Rider authorizes Huse to charge equivalent incidental fees, service cost, mechanic charges, repair costs, taxes, penalties and fines under applicable law imposed by governmental authorities (including the RTO) on account of negligent driving and violation of applicable laws by the Rider and any Claims (*defined below*) using payment methods outlined within the application. The Rider may dispute any charges by submitting all necessary information within 10 days following the end of the month in which such charges were incurred. The Security Deposit is refundable after adjustment for any negative balance.
- (c) All amounts due and payable to Huse will be charged to your application. In the event the credit or debit card charges are not paid to Us, other collection methods may be employed by Us to recover such outstanding charges, including Claims (*defined below*). In this regard, You agree to pay all of Our costs of collection of such outstanding charges, including without limitation, reasonable attorney’s fees, if you do not pay amounts owed hereunder when due and payable.

3.6. Return of Vehicle and Pick-up Fees

At the end of the Rental Period, You agree to return the Vehicle along with all equipment and accessories provided along with the Vehicle to the pre-defined Huse Location specific to the Rider (“**Huse Location**” is the location from where the Rider initiated the rental service and picked up the Vehicle which shall be specific to the Rider). In the event, we permit return of the Vehicle to any location other than Your specific Huse Location, additional fees will be charged accordingly and such additional charge shall be payable through the application.

At the time of return of the Vehicle, Our team will inspect the condition of the Vehicle and other equipment provided by Us with the Vehicle. Thereafter, Our team will decide whether the Vehicle and other equipment and accessories are in the same condition as it was at the time of beginning of the Rental Period and accordingly will decide the charges required to be deducted from the Security Deposit (if any), subject to normal wear and tear.

If the Rider fails to return a Vehicle to Huse Location, the Rider may request Huse staff to pick up the Vehicle. Huse reserves the right, at its sole discretion, to charge the Rider a pick-up fee according to the tariff card on the Application. If any Vehicle accessed under the Rider's account is abandoned without notice, the Rider shall be liable for all ride charges until the Vehicle is retrieved and deactivated, along with a service charge for Vehicle recovery. Such charges, fees, costs, etc. shall be payable by the rider through the Huse mobile application.

You agree to refer to the Application for further requirements for returning the Vehicle and to comply with any all such requirements and instructions.

In case the Rider does not return the Vehicle immediately after the expiry of Rental Period, (i) Huse shall be entitled to lock the Vehicle from its backend and which will be unlocked only at the request of the Rider with an intent to immediately return the Vehicle at the specified location, (ii) Rider shall be charged with twice the per day Rental Fees till the day he/she returns the Vehicle to the Huse Location or at such other location as may be instructed by Huse to do so.

4. GENERAL RENTAL AND USE OF VEHICLES

- 4.1. Rider is sole user: Huse and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all the Rental Terms contained herein. The Rider understands that when the Rider activates a Vehicle from the location, the Vehicle must be used only by the Rider. The Rider must not allow others to use a Vehicle that the Rider has activated from the location. Further, the Rider acknowledges that at the time of renting the Vehicle, he/she shall have duly inspected and approved the Vehicle to his/her satisfaction.
- 4.2. Rider's minimum age: The Rider must be at least of 18 years of age with a valid driver's license ("**Permitted Persons**"). Operating and use of Vehicles by a person who is not a Permitted Person is expressly prohibited under this Agreement.
- 4.3. Non-usage of Vehicle: You agree not to ride the Vehicle, if there are any noticeable issues and to immediately notify (through the Application) Huse about the problem. If you discover a defect in the Vehicle during your Rental Period, You shall promptly and safely stop riding the Vehicle and shall report such defect to Huse, before the end of your Rental Period. [The Application has a [●] button feature on the map screen that enables You to report any defects during or after conclusion of the Rental Period.
- 4.4. Rider is an experienced Vehicle operator: The Rider represents and certifies that he/she is familiar with the operation of the Vehicle and is reasonably competent and physically fit to ride the Vehicle. By choosing to ride a Vehicle, the Rider assumes all responsibilities and risks for any injuries or medical conditions. The Rider is responsible for determining whether conditions, including rain, storms, or man-made situations, make it unsafe to operate a Vehicle. The Rider is advised to adjust his/her riding behaviour to suit the weather and traffic conditions.
- 4.5. Rider must follow applicable laws regarding the use and/or operating of the Vehicle: The Rider agrees to comply with and shall be responsible for adhering to all applicable laws related to the use, riding, and/or operation of the Vehicle, including all state and city laws, rules, and regulations pertaining to electric scooters in the area where the Vehicle is being operated.
- 4.6. Prohibited Acts:

The Rider hereby agrees and undertakes to the following:

- (a) While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or any other device that may distract You from safely riding the Vehicle.
- (b) You must not use a Vehicle while under the influence of any alcohol, drugs, medication or other substance that may harm Your ability to operate a Vehicle safely.
- (c) [You must only use locking mechanisms provided by Huse. You must not add another lock to the Vehicle or lock the Vehicle to anything.
- (d) ou must not use the Vehicle without a helmet and other protective equipment, as may be required under applicable laws.
- (e) You must not get the Vehicle and/or its battery and/or other equipment repaired through a third party mechanic.
- (f) You must not operate the Vehicle while carrying any item that impedes your ability to safely operate and control the Vehicle.
- (g) You must not further sub-lease the Vehicle.
- (h) You must not tow, pull, carry or push any person or object with the Vehicle.
- (i) You must not use a Vehicle for transporting flammable, poisonous or otherwise hazardous substances for other than legally permissible household use or in amounts greater than as may be permissible under the applicable laws.
- (j) You shall not use the Vehicle in the carrying out of any crime or any other illegal or unlawful activity.
- (k) You shall not use the Vehicle in any manner which may be imprudent, negligent, or abusive and may constitute as abnormal or illegal use of the Vehicle.
- (l) You shall not carry out any kind of activity which will affect the normal conditions of the Vehicle.
- (m) You must not use the Vehicle on unpaved roads, through water (beyond normal urban riding) or any location that is prohibited and/or illegal.
- (n) You must not tamper with, attempt to gain unauthorized access using or otherwise use the Vehicle or other equipment other than for the purposes of using a Vehicle pursuant to this Agreement.
- (o) You must ensure the safety of the Vehicle at all times till the time Vehicle is with you.
- (p) You shall not use the Vehicle for any speed race or competition.
- (q) You shall not use the Vehicle for undertaking any rallies or protests of any nature.

The foregoing examples are not intended to be an exhaustive list. Any reasonable, unwarranted, illegal, unethical or inappropriate use of the Vehicle, as determined by Huse in its sole discretion, shall be deemed to be a violation of these Rental Terms. Huse may report to the authorities any use of the Vehicles or other activities that are in violation of local, state and/or central law or violation of these Rental Terms.

- 4.7. Reporting of damage and crashes: The Rider hereby agrees that he/she shall report any accident, crash, damage, personal injury, stolen, or lost Vehicle to Huse as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, the Rider shall file a report with the local police department within 24 hours of such an incident. The Rider agrees to be responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs, expenses, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a damaged, stolen, or lost Vehicle.
- 4.8. Rider's responsibility for Vehicle use and damage: The Rider agrees to return the Vehicle to Huse in the same condition in which it was rented, excluding normal wear and tear. The Rider shall be liable to indemnify Huse for any damages or loss to the Vehicle, or loss of use of the Vehicle, resulting from misuse by the Rider. The Rider further represents and warrants that they shall not permit any person who is not a User to operate the Vehicle.

Notwithstanding anything to the contrary in this Agreement, any damage to the Vehicle caused by the Rider's wilful misconduct or gross negligence, and/or theft of the Vehicle, whether the Vehicle is in motion or not, will attract charges and fees at Huse's sole discretion.

The Rider shall be held liable for losses incurred by Huse due to authorized or unauthorized use of the Rider's account resulting from the Rider's failure to keep account information secure and confidential. If the Rider allows a third party to use their registration or Vehicle, the Rider will be responsible for any and all use and/or misuse of the Huse Services.

The Rider shall also be responsible for picking up the selected Vehicle and returning it secured, clean, and in good working order at the Huse Location no later than the end time of the Rental Period.

- 4.9. Black-listing of Rider: Huse has the right to black-list a Rider in its system, based on the KYC documents/information provided by the Rider, previous behavioural records, bad conduct towards the Vehicle and/ or Huse, negative balance in the Huse Wallet, Rider's criminal records and other reasons as Huse may deem fit. If a Rider has been black-listed, Huse may refuse the provision of Huse Services to such a Rider, at its sole and absolute discretion.
- 4.10. Charge Power of the Vehicle: The Rider understands and agrees that the level of charge power remaining in the Vehicle will decrease with use (over both time and distance), and as the level of charge power decreases, the speed and other operational capabilities of the Vehicle may decrease or cease entirely. The level of charging power in the Vehicle at the time the Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use. The rate of loss of charging power during use is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors. It is the Rider's responsibility to check the level of charge power in the Vehicle and ensure it is adequate before initiating operation. The distance and/or time the Rider may operate the Vehicle before it loses charging power is not guaranteed. The Vehicle may run out of charging power and cease to operate at any time during the Rider's rental, including before reaching the Rider's desired destination. Huse is not liable if the Vehicle runs out of charging power and ceases to operate at any time during the Rider's rental, including before reaching the Rider's desired destination.
- 4.11. Limitations on availability of Service: Huse makes every effort to provide Huse Services 365 days a year but does not guarantee that the Huse Service will be available at all times, as Force Majeure Events or other circumstances might prevent Huse from providing the Huse Services. Access to the Huse Service is also conditioned on the availability of Vehicles. Huse does not represent or warrant the availability of any Huse Services or the availability of any Vehicle at any time. The Rider agrees that Huse may require the Rider to return a Vehicle at any time.

5. INSTRUCTIONS OF USE

- 5.1. [Speed limit of different models of the Vehicles – **25 Kmph**
5.2. [Charging of Vehicles – Via charger provided
5.3. [Booking Instructions – Post registration on Huse Bike App.
5.4. Kindly refer to the SOP attached under annexure A

6. PROHIBITION OF OPERATION OR USE MINOR

- 6.1. Vehicles shall be rented by and used by individuals of at least 18 years of age and in accordance with the applicable driving laws in India. If You misrepresent Your age, You and Your legal guardian shall bear full responsibility for all Claims related to such misrepresentation.
- 6.2. Operation or Use of Vehicle by any minor is expressly prohibited. If You allow a minor to use the Vehicle by activating it through Your account on the Application, You shall be responsible for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs, expenses, penalties, attorney's fees, judgements, suits and/or disbursements of

any kind or nature, whatsoever, whether foreseeable or unforeseeable, and whether known or unknown.

7. OWNERSHIP OF VEHICLES

- 7.1. The Rider agrees that the Vehicle and any equipment provided by Huse (whether attached to the Vehicle or not), at all times, remain the exclusive property of Huse. The Rider must not disassemble, modify, repair or deface a Vehicle, any part of a Vehicle or other equipment provided by Huse, in any way. The Rider must not use a Vehicle or other equipment provided by Huse for any advertising or similar commercial purpose.
- 7.2. The Rider shall neither be the purchaser nor the owner of the Vehicle, at any time and for any purposes. Only Huse shall have the sole rights to transfer any right, interest or title vested in any Vehicle by way of pledge, hypothecation, charge, lien or sale.

8. RELEASE; DISCLOSURE; LIMITATION OF LIABILITY; AND ASSUMPTION OF RISK

8.1. Release:

“**Claims**” means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, charges, incidental charges, contracts, promises, costs, expenses (including attorneys’ fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Huse Services, including any of the Vehicles, equipment or related information, or (b) the Rider’s use of any of the foregoing. “**Released Persons**” means, collectively (i) Huse and all of its owners, directors, managers, affiliates, employees, consultants, agents, representatives, successors, and assigns, and [(ii) every sponsor of any of the Huse Services and all of the sponsor’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for the Rider being allowed to use any of the Huse Services, Vehicles, and other equipment or related information provided by Huse, the Rider (acting for the Rider and for all of the Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that Rider has or may have against any Released Person, except for Claims caused by the Released Person’s gross negligence or wilful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defence to any Claim, as intended third-party beneficiaries of such releases. The Rider expressly agrees to indemnify, release and hold harmless the Released Persons from all liability for any such property loss or damage, personal injury, or loss of life, whether caused by the sole or partial negligence of Huse and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Vehicle.

8.2. Disclaimers:

- (a) You do hereby acknowledge and agree that Your use of any of the Huse Services, Vehicles of Huse, or related equipment is at Your sole risk.
- (b) To the fullest extent permitted by law, and with respect to Your use of any of the Huse Services, Vehicles, or related equipment, Huse and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose.
- (c) All of the Huse Services, Vehicles, and related equipment are provided ‘as is’ and ‘as available’ (and You rely on them solely at Your own risk).

- (d) Huse and all other Released Persons do not represent or warrant that any of the Huse Services, Vehicles, or related equipment will be in good repair or error-free, and delays, omissions, interruptions, or inaccuracies could exist with respect to any of the Huse Services or related equipment.

8.3. Limited Liability:

The Rider does hereby acknowledge and agree that, except as may otherwise be limited by law, Huse and all other Released Persons are not responsible or liable for any claim, including those that arise out of or relate to (a) any risk, danger, or hazard described in this Agreement, (b) the Rider's use of, or inability to use, any of the Huse Services, Vehicles, or related information, (c) the Rider's breach of this Agreement or the Rider's violation of any law, (d) any negligence, misconduct, or other action or inaction by the Rider, (e) the Rider's failure to wear a helmet while using a vehicle, or (f) any negligence, misconduct, or other action or inaction of any third party. The Rider does hereby waive all Claims with respect to any of the foregoing, including those based in contract, tort (including negligence), statutory, or other grounds, even if Huse or any of the other Released Persons has been advised of the possibility of such Claims. The total liability of Huse and all other Released Persons for all Claims, including those based on contract, tort (including negligence), statute, or other grounds, is limited to the sum of INR 10,000. Huse cleans and sanitizes its vehicles at a regular frequency. Sanitisation is done using a who certified solvent. However, in the unfortunate circumstance if a commuter contracts an illness, Huse cannot be held liable.

8.4. Assumption of risk by the Rider:

The Rider is solely and fully responsible for the safe operation of the Vehicle at all times. The Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained, and that such malfunction may cause injury. The Rider agrees that riding a Vehicle involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death of the Rider or others, as well as damage to property and that such risks, dangers, and hazards cannot always be predicted or avoided. The Rider agrees that such risks, dangers, and hazards are the Rider's sole responsibility, including, but not limited to, choosing whether to utilize other protective gear. The Rider agrees that if the Rider's use of any of the Huse Services causes any injury or damage to another person or property, then the Rider shall be liable for all resulting injuries, damages, and related costs. By choosing to ride a Vehicle, the Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and the Rider agrees that Huse and all other Released Persons are not responsible for any injury, damage, or cost caused by the Rider with respect to any person or property, including the Vehicle itself.

8.5. Indemnification:

You will indemnify and hold the Released Persons harmless from all losses, suits, claims or other proceedings arising out of or relating to Your use of Vehicles and any breach of the Rental Terms; provided, however, that the Released Persons must notify You as soon as practicable after the date of notice of such loss, suit, claim or other proceeding is served on the Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of the Released Persons.

9. TERM AND TERMINATION

9.1. Term

The term of this Agreement begins when the Rider first uses the Huse Services and the term ends after the Rider unregisters from the Application; provided, however, that the Rider's personal financial responsibility under this Agreement expires one year after the Rider's last use of the Huse Service.

9.2. Termination by Huse

At any time and from time to time, and without the Rider's consent, Huse may unilaterally terminate the Rider's right to use the Huse Services, in Huse's sole discretion and without any notice or cause. The Rider may terminate the Rider's use of the Service at any time; provided, however, that (i) the Security Deposit will be refunded after deducting all charges, Outstanding Rental Fees, penalties, etc. (if applicable) as prescribed under this Agreement, (ii) the term of this Agreement continues in accordance with this Agreement, (iii) the Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its Rental Terms, after any termination of the Rider's right to use any of the Huse Service.

10. DATA PROTECTION

- 10.1. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, You do hereby knowingly, expressly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Huse and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Huse Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Huse and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Huse Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Huse may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by Huse in this Clause.
- 10.2. Huse captures, stores, processes and uses Your personal data, including, but not limited to, name, e-mail id, internet protocol address, copy of driving license image and duly attested colour image of voter ID or passport on the letterhead of the electoral officer and police officer respectively under whose jurisdiction the address falls), and any other additional address cum identity proof, image of the Rider, the usage and Vehicle data which relate to You, to the extent this is necessary for the administration and implementation of these Rental Terms and the use of the Vehicle by You.
- 10.3. Should third-party services be used, We have the right to forward Your personal data to Our third-party service providers, to the extent it is required to fulfill Our objectives.
- 10.4. We have the right to provide Your personal data to third parties for the purposes of providing individualized offers, services, and other customized information/products to You.
- 10.5. We shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with the applicable law.
- 10.6. We shall have the right to disclose Your information to all companies controlled by Us or any of its affiliates and to any government body as required by the law and/or by directive and/or a request from any government body and/or to any third party deemed fit and proper by Us, in Our sole and absolute discretion.
- 10.7. Notwithstanding anything contrary contained herein, You shall be governed by the Privacy Policy of Huse which is available at *[insert hyperlink]*.
- 10.8. Huse agrees that it will delete all personal data related to the Rider collected as part of this Agreement after the expiry of [●] years from the termination of this Agreement.

11. CONFIDENTIALITY

The Rider understands and agrees that all personal information that is held by Huse and which pertains to the Rider, including all names, addresses, phone numbers, emails, passwords, payment information and other information will be kept and utilized by Huse in accordance with its [Privacy Policy].

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be interpreted and construed in accordance with the laws of the Republic of India. The appropriate courts of competent jurisdiction at Mumbai shall have the sole and exclusive jurisdiction to entertain, try and adjudicate any disputes arising between the parties in respect of or under this Agreement.

Any dispute, controversy or claims by or between, Huse and the Rider, hereto arising out of or relating to or in connection with the Rental Terms or transactions contemplated on the Application, or the breach, termination, validity of any Term shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. There shall be a sole arbitrator appointed by Huse. Any arbitration proceedings or award rendered hereunder and the validity, effect, and interpretation of this Agreement to arbitrate shall be governed by the Laws of India. The venue and seat of arbitration shall be Mumbai, and the award shall be rendered in the English Language.

13. NOTICE

Huse may be contacted by emailing

1. Aryan Mohanty
Email: aryan.mohanty@huse.co.in
Phone: +91-90826 89621
2. Biren Mutneja
Email: biren.mutneja@huse.co.in
Phone: +91-98194 27071

14. FORCE MAJEURE

If performance of any Huse Services or obligation under the Rental Terms or any other provisions of the policies of the website, or other third parties in fulfilment of transaction (for e.g. payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, pandemic, epidemic, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Clause, which are beyond the reasonable commercial control of Huse or its third parties performing such services as sub-contractor to Huse and could not have been prevented by reasonable precautions (each, a “**Force Majeure Event**”), then Huse shall be excused from such performance to the extent of and during the period of such Force Majeure Event. Huse shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

15. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

16. SEVERABILITY

If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

17. NO AGENCY AND ASSIGNMENT

The Riders shall not be deemed to be Huse's agents, servants, or employees in any manner for any purpose whatsoever. The rights granted to the Riders under this Agreement are not assignable or transferable, in whole or part. Any attempt to transfer this Agreement without the written consent of Huse shall be void and of no force and effect. Huse reserves the right and can at its absolute discretion assign the rights and obligations under this Agreement (or any part thereof) to an affiliate or to another entity in connection with a corporate transaction, assignment process, any other commercial arrangement or otherwise.

18. ENTIRE AGREEMENT

This Agreement contains the complete, final and exclusive integrated agreement between Huse and the Rider with respect to the subject matter. This Agreement succeeds all other prior agreements, written or oral, relating to the subject matter.

19. AMENDMENT

We reserve the right, at Our discretion, to change or modify the terms of this User Agreement. You agree that the updated Terms shall be effective from the date of publication of the same on the Application. It shall be your responsibility to periodically check for any changes to the Terms, on the Application. We may require You to provide Your consent to the updated Terms in a specified manner before any further use of the website/Application and the Huse Services. If no such separate consent is sought, then Your continued use of the website/ Application will constitute Your acceptance of such changes. You may decline such changes by discontinuing Your trips/bookings or Huse Services, as the case may be, under this Agreement.

In the event of any conflict between this Agreement and any other document with respect to Huse's other programmes, these Rental Terms (set out in this Agreement) shall govern, except otherwise set forth by Huse in writing.

20. CONTRACT INTERPRETATION

The headings in this Agreement do not affect the interpretation of this Agreement. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include masculine, feminine, and neuter pronoun forms.

21. GRIEVANCE REDRESSAL

Any complaints arising from the use of Huse Service may be addressed to the following:

Name of the Grievance Officer: [Biren Mutneja] ("**Grievance Redressal Officer**")

E-mail address: [biren.mutneja@huse.co.in]

Contact information: +91-8484987018

The Grievance Redressal Officer shall endeavour to resolve the complaint promptly, but in any case, within the timelines prescribed under the applicable law.

22. RIDER ACCEPTANCE OF AGREEMENT

I certify that I am the Rider, I am 18 years of age or above and I have read and expressly agree and understand the Rental Terms set forth in this Agreement.

Annexure A – Spare Parts Price List (Billing in reference to this list is applicable to riders under the circumstances of damage to the vehicle attributed to the rider)

Sr.no	Particular	QTY/Bike	Final (₹)
1	Front wheel rim	1	370
2	Air filling nozzle	2	59
3	Bike Chassis	1	6356
4	Front fork assembly	1	1478
5	Rear seat handle	1	370
6	Bike handle bar	1	222
7	Handle bar assembly frame	1	222
8	Rear shock absorber	2	591
9	Side stand	1	148
10	Side stand bolt	1	44
11	Side stand spring	1	74
12	Rear drum break	1	281
13	Front drum break	1	281
14	Rear Hub motor	1	2956
15	Rubber wheel 14X2.50 tube less Tyre	2	887
16	Rear wheel gear	1	3695
17	Right hand break lever	1	148
18	Left hand break lever	1	148
19	Front break cable assemblies	1	103
20	Rear break wire assembly	1	118
21	Front wheel axle assembly	1	103
22	Front fender mounting clams	2	237
23	Plastic hook	1	133
24	Front seat mounting clamps and rod	1	148
25	Handle bar bearing assembly set	1	222
26	Bottom Rail	1	222
27	Bottom cup	1	222
28	Top cup	1	222
29	Bearing	2	443
30	Threaded cup	1	222
31	Threaded cup lock	1	222
32	Locking Nut	1	222
33	Seat lock assembly with locking pin and cable	1	281
34	Spring	1	887
35	Cabel	1	281
36	Seat Key	1	281
37	Seat key clamp	1	281

38	Seat Key lock	1	281
39	Seat locking clamp	1	281
40	Seat Hook	1	281
41	Rear footrest clamps	2	296
42	Rear seat	1	296
43	Front seat	1	665
44	Bike Display	1	739
45	Bike headlight	1	665
46	Power on & off Ket	1	148
47	Motor controller	1	1183
48	Side indicator	2	355
49	Charging port connector	1	133
50	Anti theft controller	1	443
51	Horn	1	281
52	Indicator switch	1	148
53	Main wire	1	517
54	Tail light	1	192
55	Tail light clamp	1	133
56	Throttle	1	148
57	Handle bar rubber	1	74
58	Front Seat locking clamps	1	133
59	Plastic Battery Box	1	237
60	Plastic Handle bar Cap	1	237
61	Plastic Part 01	2	5321
62	Plastic Part 02	1	2661
63	Plastic Part 03	2	5321
64	Plastic Part 04	1	2661
65	Plastic Part 05	1	2661
66	Plastic Part 06	1	2661
67	Plastic Part 07	1	103
68	Plastic Part 08	1	2661
69	Plastic Part 09	1	2661
70	Plastic Part 10	1	118
71	Plastic Part 11	1	2661
72	Plastic Part 12	1	2661
73	Plastic Part 13	1	2661
74	Plastic Part 14	1	2661
75	Plastic Part 15	1	2661
76	Plastic Part 16	1	222
77	Plastic Part 17	1	2661
78	Plastic Part 18	1	2661
79	Plastic Part 19	1	2661
80	Plastic Part 20	1	2661
81	Plastic Part 21	1	2661
82	Plastic Part 22	2	5321
83	Plastic Part 23	1	2661
84	Plastic Part 24	1	2661
85	Plastic Part 25	2	5321
86	Plastic Part 26	1	251
87	Plastic Part 27	2	5321
88	Plastic Part 28	4	10643

89	Plastic Part 29	1	103
90	Battery connecting wire	1	148
91	M3 nut	1	148
92	M4 flange nut	1	148
93	M10 flat washer	1	148
94	M10X35 Allen but head	1	148
95	M10 nylon end nut	1	148
96	M4X16 Allen flange screw	1	148
97	M6X16 Phillips flange hex head	1	148
98	M4X12 Phillips flange but head	1	148
99	M8X10 SS Allen hex head	1	148
100	Self-thread locking pin	1	148
101	Plastic locking pin	1	148
102	ST 4X10 Phillips screw	1	148
103	ST 5X14 Phillips screw	1	148
104	Tail light metal clamp	1	148