

USER RENTAL AGREEMENT

THIS DOCUMENT IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS/RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000 AND DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT THAT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD) AND WILL GOVERN TERMS AND CONDITIONS (“**TERMS**”) FOR AVAILING YULU SERVICES OFFERED THROUGH WEBSITE/ MOBILE APPLICATION UNDER THE NAME AND STYLE OF ‘YULU’ (“**APPLICATION**”).

Last Updated on May 1 2023.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE YULU SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, THEN PLEASE DO NOT USE THE APPLICATION OR AVAIL ANY YULU SERVICES BEING OFFERED THROUGH THE APPLICATION.

In order to use the Yulu Services, you must first agree to the Terms. You can accept the Terms by:

- (i) Clicking to accept or agree to the Terms, where it is made available to You by Yulu through the Application for any particular Yulu Service; or
- (ii) Actually, using the Yulu Services. In this case, You understand and agree that Yulu will treat Your use of the Yulu Services as acceptance of the Terms from that point onwards.

YULU USER AGREEMENT

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

This User Agreement is between Yulu Bikes Private Ltd., a company incorporated under the Companies Act, 2013 and having its registered office at Villa 119, Adarsh Palm Retreat, Outer Ring Road, Devarabeesanahalli, Bangalore —560103 (hereinafter referred to as “**Yulu**” or “**Company**” or “**We**” or “**Us**” or “**Our**”, which expression unless the context may otherwise require to include its successors, liquidators and assigns) and the guest user or 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 Terms and in consideration of Your use of any of the Yulu Services (more specifically defined below) provided by Yulu, You will have to abide by all terms and conditions in this Agreement, as applicable.

1. GENERAL:

This Application is only available for individuals who desire to take a Vehicle on rent/ hire. Your use of the Application and Yulu Services are governed by this Agreement as applicable including other applicable policies which 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 Yulu and this Agreement as applicable shall constitute Your binding obligations, with Yulu.

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 Yulu 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 Yulu 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 Yulu’s other programmes, these Terms (set out in this Agreement) shall govern, except otherwise set forth by Yulu in writing.

Please CAREFULLY READ all the Terms before entering into this Agreement. Here is a list of some of the Terms that Yulu wants to bring to Your notice in the event You are on a smartphone or other electronic device with a small screen. Capitalized terms have the meanings given to them wherever defined in this Agreement.

On completion of Your ride, the Vehicle must be locked and parked at the respective designated Yulu Zone in compliance with the applicable laws. If the Vehicle is not locked and/or parked at Yulu Zone, then the trip will continue and You will continue to be charged. Yulu holds the right to end your ride and charge incidental charges as mentioned in the Application.

You must follow all traffic laws, e.g., any cycling lane laws in Your area, and electric vehicle regulations in Your area; and Yulu shall not be liable for breach of any such laws and regulations by You while riding the Vehicle or availing Yulu Services. In case of violation of traffic laws, Yulu may however charge a penalty on You as per the rates specified in the Application.

If there is damage or malfunction in the Vehicle, then you must immediately report it to Yulu via the support feature on the Application or e-mail at support@yulu.bike.

Yulu clearly agrees to let, and You clearly agree to take on, rental of the Vehicle subject to these Terms. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in Indian Rupees.

2. DEFINITIONS

“**Booking Period**” means the specific period for which the User has made the booking for the usage of the Vehicle against the applicable fees, pursuant to the Terms.

“**Long Term Rental**” means renting the Vehicles on a long-term basis for a maximum period of 60 days. However, in no case, the total duration of Your rental period (including the extension) shall exceed 90 days.

“**Vehicles**” means the self-drive vehicle on the Application for rent/ hire, which is reserved by the User for a specific period, as per the Terms of this Agreement and shall include (i) bike share smart bicycles (“**Bike**” or “**Yulu Move**”), (ii) lightweight smart electric scooters (“**Yulu Miracle**”), (iii) smart dockless electrical vehicle for easier and safer deliveries (“**Yulu DEX**”) (collectively Yulu Move, Yulu Miracle and Yulu DEX shall be referred as the “**Vehicle(s)**”).

“**Yulu Services**” provided by Yulu are composed of the following:

- (i) Vehicles rented by the User;
- (ii) Vehicles parking locations (“**Yulu Zones**”) which may be the same or different; and
- (iii) All other related equipment, personnel, charging stations for Vehicles, Application, website, and information provided or made available by Yulu.

“**Yulu Territories**” means streets, bike lanes, and bike paths.

3. GENERAL RENTAL AND USE OF VEHICLES:

3.1 Rider is Sole User

Yulu 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 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.

3.2 Rider’s minimum age

The Rider must be at least 16 years of age to ride a Yulu Miracle, 16 years of age to ride a Yulu DEX and at least 13 years of age to ride a Yulu Move but only under the supervision of the minor’s (Rider’s) parent or a legal guardian (“**Permitted Age of Use**”). Operation and use of Vehicles by a person who is below the Permitted Age of Use is expressly prohibited under this Agreement. If the Rider does not comply with the Terms as mentioned

herein, then he/she will be levied with incidental charges and Yulu shall not be liable for breach of any applicable laws and regulations by the Rider.

To the extent that the Rider is of the Permitted Age of Use but under the age of 18 years, such Rider's parents or legal guardian as per the applicable laws ("Guardian") hereby represent that the Rider is availing Yulu Services with the consent and under supervision of such Rider's Guardian. The Guardian hereby agrees to adhere, and to ensure that the Rider shall adhere to the terms of this Agreement.

3.3 Rider is an Experienced Vehicle Operator

The Rider denotes 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. You are responsible for deciding whether conditions, including rain, storms, or man-made situations, make it dangerous to operate a Vehicle. The Rider is advised to adjust his/her riding behaviour to suit the weather and traffic conditions.

3.4 Vehicle is the Exclusive Property of Yulu

The Rider agrees that the Vehicle and any Yulu equipment attached to the Vehicle, at all times, remain the exclusive property of Yulu. The Rider must not disassemble, modify, repair, or deface a Vehicle, any part of a Vehicle, or other Yulu equipment in any way. The Rider must not write on, peel, modify or damage any sticker on a Vehicle in any way. The Rider must not use a Vehicle or other Yulu equipment for any advertising or similar commercial purpose.

The Rider shall neither be the purchaser nor the owner of the Vehicle, at any time and for any purposes. Only Yulu 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.

The Rider will not connect with owners of the Vehicle for the purpose of rent/ hire of the Vehicle other than through the Application in the manner set forth in it, and Yulu shall have no responsibility or liability in case of any offline transactions consummated by you.

3.5 Vehicle Operating Hours and Vehicle Availability

The Rider agrees and acknowledges that the Vehicles are available 24 hours a day, 7 days a week, 365 days a year, except in the case of a Force Majeure Event. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles is limited, and Vehicle availability is never guaranteed and Yulu shall not, at any time, be liable for the non-availability of Vehicles.

3.6 Vehicle May be Used and/or Operated only in Yulu Territories and Yulu Zones

The Rider agrees to only use, operate and/or ride the Vehicle in Yulu Territories and Yulu Zones. The Rider agrees to end the ride only at Yulu Zones. If the Rider does not comply with the Terms, he/she will be penalized.

3.7 Rider Must Follow Laws Regarding the Use and/or Operation of Vehicle

The Rider agrees to follow and shall be responsible for compliance with all laws relating to the use, riding and/or operation of the Vehicle, including all state and city laws and the rules and regulations pertaining to bicycles/electric scooters in the area where he/she is operating the Vehicle.

3.8 Prohibited Acts

The Rider agrees to the following:

- (i) You must not ride a Vehicle while carrying any briefcase or other items if it hinders Your ability to operate the Vehicle safely.
- (ii) 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.
- (iii) 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. A limit of 0.0% ABV is applicable.

- (iv) You must only use locking mechanisms provided by Yulu. You must not add another lock to the Vehicle or lock the Vehicle to anything.
- (v) The Vehicle must be parked at Yulu Zones at the end of Your ride. The Vehicle must never be parked/left on private property or in a locked area or any other non-public space.
- (vi) You must not carry a second person or child on the Vehicle.
- (vii) 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.
- (viii) You shall not use the Vehicle in the carrying out of any crime or any other illegal or unlawful activity.
- (ix) You shall not use the Vehicle in any manner which may be imprudent, negligent, or abusive and may constitute to abnormal use of the Vehicle.
- (x) You shall not carry out any kind of activity which will affect the normal conditions of the Vehicle.
- (xi) You must ensure the safety of the Vehicle at all times till the time Vehicle is with you.
- (xii) You shall not use the Vehicle for any speed race or competition.
- (xiii) 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 unreasonable, unwarranted, illegal, unethical, or inappropriate use of the Vehicle, as determined by Yulu in its sole discretion, shall be deemed to be a violation of these Terms. Yulu may report to the authorities any use of the Vehicle or other activities that are in violation of local, state, and/or central law or violation of these Terms.

3.9 Vehicle is Intended for Only Limited Types of Uses

The Rider agrees that he/she will not use the Vehicle for racing, stunt or trick or mountain riding. The Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. The Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation. The Rider agrees and undertakes that he/she will not use the Vehicle for carrying out any crime or any other illegal or unlawful activity. The Rider agrees that he/she will not park the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others.

3.10 Weight and Cargo Limits

The Rider accepts that the front carrier/basket and the back basket of the Yulu Move is intended for light goods only, and that he/she will not carry people or animals anywhere on the bicycle.

The Rider agrees to always adhere to the weight and cargo limits for Vehicles as set out below:

- (i) You must not exceed the maximum weight limit of 120 kilograms while using Yulu Move or the maximum weight limit of 5 kilograms while using the cargo carrier/basket in the Yulu Move.
- (ii) You must not exceed the maximum weight limit of 90 kilograms while using Yulu Miracle.
- (iii) You must not exceed the maximum weight limit of 90 kilograms while using Yulu DEX.

3.11 No Tampering

You must not tamper with, attempt to gain unauthorized access using, or otherwise use the Vehicle or other Yulu equipment other than for purposes of using a Vehicle pursuant to this Agreement.

3.12 Reporting of Damage or Crashes

The Rider must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Yulu 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. The Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a damaged, stolen, or lost Vehicle.

3.13 Rider Responsibility for Vehicle Use and Damage

The Rider agrees to return the Vehicle to Yulu in the same condition in which it was rented. The Rider will not be responsible for normal wear and tear; however, the Rider shall be liable to indemnify Yulu for any damages

or loss to the Vehicle or loss of use of the Vehicle on account of misuse of the Vehicle by the Rider. The Rider also represents and warrants that the Rider shall not allow any person who is not a User to drive the Vehicle.

Yulu Miracle and Yulu DEX require periodic charging of their batteries in order to operate. The Rider agrees to use and operate Yulu Miracle and Yulu DEX safely and prudently in light of it being electric powered and all of the limitations and requirements associated therewith.

The maximum speed limit of the Vehicle is 25 km/hr and wearing a helmet during the ride is not mandatory. A RTO registration tag is also not required for the Vehicle.

Notwithstanding anything to the contrary contained under this Agreement, any damage caused to Vehicle due to the Rider's wilful misconduct or gross negligence and/or theft of the Vehicle, during such time when the Vehicle is not in motion/or in motion, will attract charges/fees as per Our sole discretion.

You may be held liable for losses incurred by Yulu due to authorized or unauthorized use of Your account as a result of your failure in keeping Your account information secure and confidential. If you allow a third party to use Your registration or Vehicle, then You will be responsible for any and all use and/or misuse of the Yulu Services.

It shall be the responsibility of the Rider to pick up the selected Vehicle and return it secured, clean, and in good working order, at the Yulu Zone, by no later than the end time of the Booking Period.

If You have taken Yulu Miracle and Yulu DEX for Long Term Rental, then You are responsible for ensuring that the Vehicle is stored safely and securely.

3.14 Charge Power of the Vehicle

The Rider understands and agrees that the level of charge power remaining in the Vehicle will decrease with the use of the Vehicle (over both time and distance), and as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety). 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 the use of the Vehicle 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 to ensure that it is adequate before initiating the operation of the Vehicle. The distance and/or time that the Rider may operate the Vehicle before it loses charging power is never guaranteed. The Vehicle may run out of charging power and cease to operate at any time during the Rider's rental of the Vehicle, including before reaching Your desired destination. Yulu is not liable if the Vehicle runs out of charging power and cease to operate at any time during Your rental of the Vehicle, including before reaching Your desired destination.

3.15 Charging of Vehicle

If the Vehicle runs out of charging power during a rental, the Rider shall conclude the ride in compliance with all Terms. The Rider must immediately report this to Yulu via the support feature on the Application or e-mail at support@yulu.bike.

The Riders, who have taken Yulu Miracle and Yulu DEX for Long Term Rental can visit designated customer facing swapping stations and get the batteries of the Vehicle swapped. Yulu will charge the Rider the amount of the fees as described on the Application. Yulu will put in its best efforts to make charged batteries available at charging locations at all times. However, Yulu does not guarantee such availability at all times.

3.16 Booking Yulu Vehicles and Ending the Ride

The User hereby agrees and acknowledges that reservation is a pre-requisite for all potential Bookings. The User shall reserve a Vehicle in advance of use on the Application following the steps on the Application and will be billed for usage fees at the time of reservation/end of the ride.

(i) The indicative steps for reserving a Vehicle on the Application are:

(a) **For quick rides:**

1. Sign up on the Application;
2. Locate a Yulu Zone near you;
3. Select 'Quick Ride' as the service;
4. Pay the security deposit & minimum recharge amount to unlock a Vehicle; and
5. Scan & unlock the Vehicle at the Yulu Zone.

(b) For rentals:

1. Sign up on the mobile Application;
 2. Locate a Yulu Zone near you;
 3. Select 'Rentals' as the Service and click on 'Rent now' to view plans;
 4. Select a Vehicle and the duration to pay;
 5. Choose the preferred mode and make payment to purchase plan; and
 6. Scan & Unlock the Vehicle at the Yulu Zone.
- (i) Upon completion of the reservation of the Vehicle, Yulu shall at its discretion and on basis of the availability of the Vehicle, confirm such reservation and the same shall be reflected on the Application by way of notification ("**Booking**").
- (ii) Yulu reserves the right to cancel any such Bookings due to the unavailability of the Vehicle or in any other circumstances.
- (iii) In order to end the ride, the Rider must check for the nearest Yulu Zone on the Application. The Rider needs to park the Vehicle at the Yulu Zone and manually lock the Vehicle and then click on the end button on the Application to successfully end the ride.

3.17 Compliance with Laws.

You are in compliance with all the laws and regulations in the country in which You live when You access and use the Yulu Services. You agree to use Yulu Services only in compliance with these Terms and the applicable laws, and in a manner that does not violate Our legal rights or those of any third party(ies).

4. PAYMENT AND FEES

4.1 Fees

The Rider may use the Vehicle on a pay-per-ride basis or otherwise in accordance with the saver plans described on the Application. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Yulu. Yulu will charge the Rider's wallet or other agreed payment methods, the amount of the fees as described in this Agreement.

4.2 Promo Codes

Promo codes (discounts) are one-time offers and can only be redeemed via Application. Only one promo code will be applied to a single ride. Yulu reserves the right to modify or cancel discounts at any time. Discounts are limited to one per User and account and may not be combined with other offers. Discounts are non-transferable and shall not be resold.

4.3 Maximum Rental Time

The maximum rental time is 24 hours. The Rider agrees that the Rider will deactivate the Vehicle rental within 24 hours of the time that rental of the Vehicle commenced. The Rider may then rent the Vehicle again. The Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking of the Vehicle. The Rider will be charged as per the maximum rate of the tariff card on the Application. If the Vehicles are not returned at the Yulu Zone as specified by Yulu, then the Rider will be liable for an incidental fee of up to INR 1,000. If a Vehicle is damaged, lost or stolen while it has been rented by the Rider, the Rider's security deposit will be forfeited and a police report may be filed against the Rider.

4.4 Security Deposit and Yulu Money account balance

The Rider shall deposit the amount for the security deposit as mentioned in the tariff card on the Application and the amount on top of the security deposit may be added by the Rider to the wallet on the Application (the wallet, the "**Yulu Wallet**" and the money deposited, the "**Yulu Money**") which will be available to be applied for

Vehicle ride charges. The Rider can also use other payment options provided on the Application before using the Yulu Services. The Rider authorizes Yulu to deduct Vehicle rent charges, any incidental charges, and taxes from the Yulu Wallet. The Rider can dispute any charges by presenting all necessary information within 10 days from the end of the month in which such amount was charged. The security deposit is refundable after adjusting the negative balance.

No cash refund will be provided for any balance amount in the Yulu Wallet or for any promotional balance including in the form of e-cash or active saver packs.

For the amount deposited in the Yulu Wallet shall lapse on the expiry of 365 days from the date of such deposit of the relevant amount (“**Outstanding Balance**”).

4.5 Pick-Up Fees

If the Rider is unable to return a Vehicle to a Yulu Zone, then the Rider may request that the Vehicle be picked up by Yulu staff, Yulu, at its sole discretion, may choose to charge the Rider a pick-up fee as per the tariff card on the Application. If any Vehicle accessed under the Rider’s account is abandoned without providing any notice, then the Rider will be responsible for all ride charges until the Vehicle is recovered and deactivated, plus a service charge (currently, a maximum of INR 1,000) to recover the Vehicle. Fees are subject to change.

5. RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; AND ASSUMPTION OF RISK

5.1 Releases

“**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 Yulu 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) Yulu and all of its owners, directors, managers, affiliates, employees, consultants, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Yulu 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 Yulu Services, Vehicles, and other equipment or related information provided by Yulu, 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 willful 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 Yulu 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.

5.2 Disclaimers

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE YULU SERVICES, VEHICLES OF YULU, OR RELATED EQUIPMENT IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE YULU SERVICES, VEHICLES, YULU, OR RELATED EQUIPMENT, YULU AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL OF THE YULU SERVICES, VEHICLES, AND RELATED EQUIPMENT ARE PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’ (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).

YULU AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE YULU 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 YULU SERVICES OR RELATED EQUIPMENT.

5.3 Limited Liability

THE RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, YULU 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 YULU 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 YULU OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE TOTAL LIABILITY OF YULU 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.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO THE RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO THE RIDER, AND THE RIDER MIGHT HAVE ADDITIONAL RIGHTS.

YULU 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, YULU CANNOT BE HELD LIABLE.

5.4 Assumption of Risk by 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 wear a helmet or utilize other protective gear. The Rider agrees that if the Rider's use of any of the Services causes any injury or damage to another person or property, then the Rider may 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 Yulu 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.

5.5 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 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.

6. ADDITIONAL TERMS OF USE

6.1 Safety Check

Yulu will have the following safety equipment on the Vehicles:

Left-hand rear brake and right-hand front brake. Apart from the brakes, the following safety equipments are installed in Vehicles:

- (i) The safety features of Yulu Moves are set out below:
 - (a) A front red reflector on the handle in front and a rear red reflector;
 - (b) Reflectors on the front and rear wheels of each Bike;
 - (c) Bike Number on the bike frame beneath the saddle;
 - (d) Bike Lock with QR code; and
 - (e) Horn/Bell at the right handle to alert any people in the path.

- (ii) The safety features of Yulu Miracle are set out below:
 - (a) Headlight in the front;
 - (b) A rear red reflector;
 - (c) Vehicle Number on the frame beneath the footrest;
 - (d) Horn/Bell at the left handle to alert any people in the path; and
 - (e) Digital battery meter.

- (iii) The safety features of Yulu DEX are set out below:
 - (a) A rear carrier is attached which is optimized to carry a payload of 10 kg;
 - (b) Weatherproof QR code;
 - (c) Smart LED headlight;
 - (d) Battery indicator; and
 - (e) 100% solid rubber tire with V-style street tread design.

Before each use of a Vehicle, the Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) wheels (ii) safe operation of all brakes (iii) proper attachment of the saddle, and battery level (only for Yulu Miracle and Yulu DEX); (iv) good condition of the handle and bell; and (v) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. The Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify the customer support of Yulu using the Application or by sending an email at support@yulu.bike.

6.2 Lost or Stolen Vehicle

If a Vehicle is not returned within 48 consecutive hours from the time it was rented, then the Vehicle is deemed lost or stolen and a police report will be filed with the local authorities. The data generated by the servers will be treated as conclusive evidence of the period of the usage of the Vehicle by the Rider. If a Vehicle has disappeared or is stolen, the Rider must immediately report to Yulu.

6.3 Rider's Safety

Yulu recommends that all the Riders wear a helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. The Rider agrees that Yulu and its Released Parties are not liable for any injury suffered by the Rider while using the Yulu Services, whether or not the Rider is wearing a helmet at the time of injury. The Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

Vehicles shall have the following safety precautions as a minimum:

- (i) Bell to alert any person or Vehicles in the path;
- (ii) Hand-operated brakes, one each for the front and rear wheels;
- (iii) A red rear reflector;
- (iv) A white front reflector in Yulu Move and a front headlight in Yulu Miracle; and
- (v) Remote tracking of the Vehicle using the built-in GPS.

6.4 Vehicle Routes

The Rider agrees that Yulu does not provide or maintain places to ride Vehicles and that Yulu does not guarantee that there will always be a safe place to ride a Vehicle. Roads, bicycle lanes, and Vehicle routes may become dangerous due to weather, traffic, or other hazards.

6.5 Limitations on Vehicle Rental

The Rider agrees that Yulu is not a common carrier. Alternative means of public and private transportation are available to the general public and to the Rider individually, including public buses and rail services, taxis, and pedestrian paths. Yulu provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate the Vehicle on their own and who have agreed to all Terms.

6.6 Limitations on Availability of Service

Yulu makes every effort to provide Yulu Services 365 days a year but does not guarantee that the Yulu Service will be available at all times, as force majeure events or other circumstances might prevent Yulu from providing the Yulu Services. Access to the Yulu Service is also conditioned on the availability of Vehicles. Yulu does not represent or warrant the availability of any Yulu Services or the availability of any Vehicle at any time. The Rider agrees that Yulu may require the Rider to return a Vehicle at any time.

7. TERM AND TERMINATION

7.1 Term

The term of this Agreement begins when the Rider first uses the Yulu 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 Yulu Service.

7.2 Termination by Yulu

At any time and from time to time, and without the Rider's consent, Yulu may unilaterally terminate the Rider's right to use the Yulu Services, in Yulu'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) no cash refund will be provided by Yulu, (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 Terms, after any termination of the Rider's right to use any of the Yulu Service.

8. DATA PROTECTION

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, expressly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Yulu 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 Yulu 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 Yulu 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 Yulu 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 Yulu 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 You in this paragraph.

- (i) Yulu 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 User,

the usage and Vehicle data which relate to You, to the extent this is necessary for the administration and implementation of these Terms and the use of the Vehicle by You.

- (ii) 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.
- (iii) 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.
- (iv) We shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with the applicable law.
- (v) 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.
- (vi) Notwithstanding anything contrary contained herein, You shall be governed by the Privacy Policy of Yulu located at the end of this Agreement.

Yulu agrees that it will delete all personal data related to the Rider collected as part of this Agreement after the expiry of 7 years from the termination of this Agreement.

9. CONFIDENTIALITY OF INFORMATION

The Rider understands and agree that all personal information that is held by Yulu and which pertains to the Rider, including all names, addresses, phone numbers, email, passwords, payment information, and other information will be kept and utilized by Yulu in accordance with its Privacy Policy located at the end of this Agreement.

10. NOTICE

Yulu may be contacted by emailing support@yulu.bike.

11. CHOICE OF LAW & DISPUTE RESOLUTION

This Agreement is governed by and must be construed and enforced in accordance with the laws of India, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of India and agrees that those courts have personal jurisdiction over each party; and (iii) any dispute, controversy or claims by or between, Yulu and the Rider, hereto arising out of or relating to or in connection with the 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 Yulu. 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 Bangalore, and the award shall be rendered in the English Language.

Further:

- (i) Subject to Sub-clause (ii) below, the courts in Bangalore have the exclusive jurisdiction for the purpose of hearing and determining any litigation, suit, action, or proceedings and/or settling any disputes arising out of or in any way relating to this Agreement or its formation or validity.
- (ii) Nothing in this Clause shall (or shall be construed to) limit the right of Yulu to initiate proceedings against any the Rider in accordance with the applicable law.
- (iii) The Rider must immediately notify and deliver to Yulu every summon, complaint, document, or notice of any kind received by the Rider in any way relating to an accident, theft, or other circumstances related to the Vehicle.

12. FORCE MAJEURE

If performance of any Yulu Services or obligation under the 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, 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 Yulu or its third parties performing such services as sub-contractor to Yulu and could not have been prevented by reasonable precautions (each, a “**Force Majeure Event**”), then Yulu shall be excused from such performance to the extent of and during the period of such Force Majeure Event. Yulu shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

13. WAIVER AND SEVERABILITY

No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

14. NO AGENCY AND ASSIGNMENT

The Users will never be deemed to be Yulu’s agent, servant, or employee in any manner for any purpose whatsoever.

The rights granted to the User under this Agreement are not assignable or transferable, in whole or part. Any attempt to transfer this Agreement without the written consent of Yulu shall be void and of no force and effect. Yulu 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.

15. CUMULATIVE REMEDIES

All rights and remedies granted under or referred to in this Agreement are cumulative and non-exclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

16. FINAL AGREEMENT

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

17. CHANGES TO THE TERMS

Yulu may vary or amend, modify, or change the Terms at its discretion and without any notice or cause, at any time, periodically, without the Rider’s consent. By continuing to use any Service after any amendment, modification, or change, the Rider has agreed to be bound by all such amendments, modifications, and changes. The Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to the Terms, Yulu will post a notification on the Application. The pricing set forth on the Application supersedes all pricing set forth in the Terms.

18. CONTRACT INTERPRETATION

The headings in this Agreement do not affect the interpretation of this Agreement. “Or” is not exclusive in its meaning. “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.

19. GRIEVANCE REDRESSAL

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

Name of the Grievance Officer: Manjunath Athrey (“**Grievance Redressal Officer**”)

E-mail address: grievance_officer@yulu.bike
Contact information: +91 6366897114

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

20. RIDER ACCEPTANCE OF AGREEMENT

I certify that I am the Rider, I am 18 years old or above, and I have read and expressly agree to the Terms set forth in this Agreement.

OR

I certify that I am the parent and/or legal guardian of the Rider, who is at least of Permitted Age of Use or above. I have read, and I expressly agree to, the terms and conditions set forth in this Agreement and authorize the use of the Yulu Service by the Rider. I have read and reviewed this Agreement and am voluntarily signing it on behalf of the Rider, in my capacity as parent and/or legal guardian. By signing below, I am agreeing on behalf of the Rider to be bound along with the Rider by all Terms as set forth above, including but expressly not limited to those Terms that set forth any release, waiver or discharge of liabilities or claims of any kind.