

TERMS AND CONDITIONS

This Application is operated by ANI Technologies Private Limited.

These terms and conditions (“User Terms”) apply to Your visit to and use of the Application through a mobile phone, as well as to all information, recommendations and or services provided to You on or through the Application. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By clicking on the “I ACCEPT” button, You are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE USER TERMS BEFORE YOU USE THE APPLICATION. IF YOU DO NOT ACCEPT ANY OF THE USER TERMS, THEN PLEASE DO NOT USE THE APPLICATION OR AVAIL ANY OF THE SERVICES BEING PROVIDED THEREIN.

YOUR AGREEMENT TO THESE USER TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND KHWELA IN RESPECT OF THE USE AND SERVICES OF THE APPLICATION.

1. DEFINITIONS

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

1. a. “Account” shall mean the account created by the Partner on the Application for availing the Services provided by Khwela.
2. b. “Applicable Laws” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of South Africa.
3. c. “Application” for purposes these User Terms shall mean a dashboard provided to the Partner to keep a tab on his earnings, Drivers and/or Vehicles, and such other information, as may be updated by Khwela from time to time.
4. d. “Driver” shall mean and include such individuals appointed as an employee and trained by the Partner to provide transportation services to the users of the Portal.

5. e. “Force Majeure Event” shall mean any event arising due to any cause beyond the reasonable control of Khwela.
6. f. “Khwela” or “us” shall mean ANI Technologies Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.
7. g. “Operator / Partner / You” means a person who has an account on the Portal and who has entered into a master services agreement or master subscription agreement, as the case may be, with us for providing transportation services to the users of the Portal.
8. h. “Portal” means online market place called “KHWELACABS”, an online booking platform, and any upgrades from time to time and any other software that enables the use of the application or such other URL as may be specifically provided by KHWELA that lists and aggregates the transport service providers.
9. i. “Registration Data” shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by Khwela from the Partner from time to time for registration on the Application.
10. j. “Service(s)” means the provision of Driver and/or Vehicle and/or earnings related information through the Application, as elaborated in Clause 4(a).
11. k. “T&Cs” or “User Terms” shall mean these Partner terms of use.
12. l. “Vehicle” shall mean a motorcar or motor cab as defined under the Motor Vehicles Act, 1988.

2. ELIGIBILITY

You will be “Eligible” to use the Services only if you have entered into a master services agreement or master subscription agreement, as the case may be, with us.

3. REGISTRATION AND ACCOUNT

1. a. You understand and acknowledge that You can register on the Application only after complying with the requirements of this Clause 3 and by entering Your Registration Data.
2. b. You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true and is updated from time to time. Khwela shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.
3. c. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities that occur through Your Account, whether initiated by You or any third party. Your Account cannot be transferred, assigned or sold to a third party. Khwela shall not be liable for any loss that You may

incur as a result of someone else using Your password or Account, either with or without Your knowledge.

4. d. You hereby represent that you are not registered with the National Do Not Call Registry, and expressly consent to receive communications including promotional content from Us through Your registered phone number and/or e-mail id.
5. e. We reserve the right to suspend Your Account with immediate effect for an indefinite period or terminate Your Account with immediate effect, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way, or upon termination of the master services agreement or master subscription agreement, as the case may be, executed between You and Us, or for any other reason Khwela may find just or equitable.
6. f. Except for the Registration Data or any other data submitted by You during the use of any other service offered through Application (“Permitted Information”), Khwela does not want You to, and You should not, send any confidential or proprietary information to Khwela on the Application or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms You agree that any information or materials that You or individuals acting on Your behalf provide to Khwela other than the Permitted Information will not be considered confidential or proprietary.
7. g. It is Your responsibility to check and ensure that You download the correct application for Your device. Khwela is not liable if You do not have a compatible mobile device or if You download the wrong version of the Application for Your mobile device. Khwela reserves the right to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device.
8. h. Khwela allows You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately reach Us on Partner care (customer care to address Partner’s grievances) or, raise an issue from the support section in the Application.
9. i. In case You are unable to access Your Account, on Partner care (customer care to address Partner’s grievances) or, raise an issue from the support section in the Application. We will not be liable for any unauthorized activity made through Your Account prior to the expiry of 72 (seventy two) hours after, and shall not have any liability in case of Force Majeure Event.

4. SERVICES

1. a. Khwela offers information relating to earnings of the Partner, Vehicles attached on the Portal by the Partner and the Drivers, if any, who are Partner’s employees / agents. Access to the Application shall enable the Partner to manage his

business, check his earnings, locate his Vehicles at real time, figure out the performance and earnings of his Vehicles and Drivers, if any, know the login hours of Drivers and manage his fleet of Vehicles. The Application may also provide such additional Services to the Partner as determined by Khwela from time to time. All Services provided by Khwela to You by means of Your use of the Application and all the features available on the Application for Your use are hereinafter referred to as the “Service”. Khwela will store the information provided or record your calls for contacting You for all Service related matters. You shall promptly inform Khwela on any change in the information provided by You.

2. b. Presently Khwela does not charge any fee for browsing the Application or availing any Services thereof. However, in the event Khwela decides to impose any such fee, whether for the use of the Application on the whole or some limited features therein, it shall be notified to You by email, a message on Your registered phone number or on the Application. Your continuous use of the Application after such notification shall be deemed to be acceptance of the fee by You. You agree to pay such fee depending on the features used by You, as long as You are registered on the Application.

5. HOW TO USE THE SERVICE

1. a. The Service allows You to access information relating to your earnings, your fleet of Vehicles, details and performance of your Drivers, if any, etc. You shall register / sign up on the Application by providing such details as required to be provided in the Application, following which You shall be able to avail the Service provided to You by Khwela.
2. b. Khwela shall provide a dashboard and support features on the Application for You to avail the Service provided by Khwela to You.
3. c. By using the Application or the Service, You further agree that:
4. i. You will only use the Service or download the Application for Your personal use and will not resell or assign it to a third party;
5. ii. You will not use an account that is subject to any rights of a person other than You without appropriate authorization;
6. iii. You will not use the Service or Application for unlawful purposes;
7. iv. You will not try to harm the Service, Application or our network in any way whatsoever;
8. v. You will provide Khwela with such information and documents which Khwela may reasonably request;
9. vi. You will only use an authorized network to avail of the Service;
10. vii. You are aware that when requesting Services, whether by message, via Application, calling the call centre of Khwela, standard messaging charges, data

charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply;

11. viii. You will comply with all Applicable Law from Your country of domicile and residence and the country, state and/or city in which You are present while using the Application or Service; and
12. ix. You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.
13. d. Khwela reserves the right to immediately terminate the Service and the use of the Application in the event of non-compliance with any of the above requirements.

6. RELATIONSHIP MANAGEMENT

1. a. All issues, opinions, suggestions, questions and feedback while availing the Services may be communicated to us through email address mentioned on the Application.
2. b. Any issue reported on channels other than the above may be addressed by Khwela only on a best-effort basis. Khwela takes no liability for inability to get back on other channels.

7. FORCE MAJEURE

1. Khwela shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed due to any Force Majeure event and in such case Khwela's obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.

8. INDEMNIFICATION

1. a. You agree and undertake to indemnify and to hold harmless Khwela, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by You of Your obligations, performance or observance of Your role, functions, responsibilities, representations, or warranties under these User Terms; (ii) any harm to the reputation and goodwill of Khwela; (iii) any claim of violation of intellectual property of a third party by Your usage of Khwela's intellectual property in a manner not permitted under these User Terms; (iv) fraud, negligence and misconduct by You.
2. b. You shall be liable to indemnify and hold Khwela harmless against all damages, losses, costs and expenses incurred by Khwela as a consequence of any complaint from any third party received by Khwela with respect to Your defective usage of the Application.

3. c. In addition to the indemnification rights of Khwela under these User Terms, Khwela shall also be entitled to such other remedies available under Applicable Laws.

9. LIABILITY

1. a. The information, recommendations and/or Services provided to You on or through the Application and by our call centre are for general information purposes only and does not constitute advice. Khwela will endeavor and reasonably keep the Application and its contents correct and up to date but does not guarantee that the Application or its content is free of errors, defects, malware and viruses or that the Application is correct, up to date and accurate.
2. b. Khwela shall not be liable for any damages resulting from the use of or inability to use the channels of booking, including damages caused by wrong usage of URL, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the Information or the Application.
3. c. Khwela does not assure a complete sustainability of its Service and shall not be held responsible or liable for the same, in any manner.
4. d. In no event will Khwela be liable for any losses arising from or in connection with these User Terms, pursuant to any claim by You against Khwela under contract, tort or otherwise, if such losses could have been avoided by You using reasonable efforts to mitigate them. Further, Khwela shall also not be liable to You in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in these User Terms, the total cumulative liability of Khwela to You or to any person claiming under or through it, shall not exceed R 1000/- (Rand One Thousand only).
5. e. If Applicable Law does not permit the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages or death or personal injury, the scope and duration of such warranty exclusions and the extent of the liability of Khwela shall be the minimum permitted under Applicable Law.

10. APPLICATION LICENSE

1. a. Subject to Your compliance with these User Terms, Khwela grants You a revocable, limited non-exclusive, non-transferable, non-sub licensable license to download and install a copy of the Application on a single mobile device that You own or control and to run such copy of the Application solely for the Services under these User Terms.

or related to the Application, except for the limited license granted herein; or (b) to use or reference in any manner KHWELA's Intellectual Property.

6. f. You agree that You shall not reproduce, transcribe or make any copies of the KHWELA Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such KHWELA Intellectual Property.

11. POSTED CONTENT

1. a. In the event the Application allows, Khwela may accept posting of any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information given by you on the Application ("Posted Content") by You. You represent that You have obtained all permissions and consents required to post the Posted Content and such Posted Content complies with all requirements of the same. Khwela shall not in any manner be responsible for or endorse the Posted Content.
2. b. You agree that when posting Posted Content, You will not:
3. i. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful material or information.
4. ii. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents.
5. iii. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
6. iv. Advertise or offer to sell or buy any goods or services for any business purpose, unless the Application specifically allows such messages.
7. v. Conduct or forward surveys, contests, pyramid schemes or chain letters.
8. vi. Download any file posted by another user that You know, or reasonably should know, cannot be legally distributed in such manner.
9. vii. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
10. viii. Deceive or mislead the addressee about the origin of a message or communicate any information which is grossly offensive or menacing in nature.
11. ix. Restrict or inhibit any other user from using the Application.
12. x. ViKhwelate any code of conduct or other guidelines which may be applicable for any particular Posted Content.

13. xi. Harvest or otherwise collect information about others which You are not supposed to collect without their consent, including e-mail addresses.
14. xii. Threaten the unity, integrity, defense, security or sovereignty of South Africa, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
15. xiii. ViKhwelate any Applicable Laws or regulations including the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.

12. TERM AND TERMINATION

1. a. Unless terminated in accordance with this Clause, these User Terms constitute a legally valid and binding agreement between Khwela and You and is perpetual in nature upon downloading the Application.
2. b. You are entitled to terminate the User Terms at all times by permanent deletion of the Application installed on Your smart phone / tablet, thus disabling the use by You of the Application and the Service.
3. c. These User Terms shall be automatically terminated without any notice or action, if the master services agreement or master subscription agreement, as the case may be, entered by You with us is terminated.
4. d. Khwela is entitled to terminate the agreement at all times and with immediate effect for convenience without assigning any reason whatsoever. Additionally, Khwela is entitled to terminate the agreement at all times and with immediate effect (by disabling Your use of the Application and the Service) if You: (a) viKhwelate or breach any term of these User Terms, or (b) in the opinion of Khwela, misuse the Application or the Service. Khwela is not obliged to give notice of the termination of the agreement in advance. After termination Khwela will give notice thereof in accordance with these User Terms.
5. e. Termination of this agreement will not prejudice accrued rights of either Khwela or You.
6. f. Clauses 8 (Indemnification), 9 (Liability), 10, except 10(a), (Application License), 11 (Contents posted on Application), 12 (Term and Termination), 16 (Notices) and 18 (Applicable Law and Dispute Resolution) shall survive the expiry/termination of these User Terms in accordance with their terms.

13. SEVERABILITY

1. The invalidity of any term of these User Terms shall not affect the validity of the other provisions of these User Terms. If and to the extent that any provision of these User Terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these User Terms.

14. DISCLAIMER

1. a. Khwela does not authorize anyone to make a warranty on its behalf and You may not rely on any statement of warranty as a warranty by Us.
2. b. Khwela and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Application, or Your reliance upon the Service or the information contained upon the Application (whether arising from Khwela or any other person's negligence or otherwise).
3. c. The Application and all contents on the Application are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by Your access of the Application, that Your access of the Application and availing of Services is at Your sole risk and You assume full responsibility for Your access and use of the Application, and that Khwela shall not be liable for any damages of any kind related to Your access and use of the Application.

15. AMENDMENT

Khwela reserves the right, at its sole discretion, to modify or replace any of these User Terms, or change, suspend, discontinue or restrict your use to all or any feature of the Service or Application at any time by posting a notice in this regard on the Application or by sending You notice in accordance with Clause 16 below. Your continuous use of the Application after such notification shall be deemed to be acceptance of the revised terms by You.

16. NOTICES

1. Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving party at the relevant addresses set forth in these User Terms:
2. i. By electronic mail. For the purposes of this sub-clause the parties' electronic mail addresses shall be the following, unless otherwise intimated by the parties to each other,
Khwela: legal@Khwelacabs.com
Partner: on Partner's Email ID registered with Khwela.
3. ii. By SMS send to mobile number at:
Khwela: Not Applicable
Partner: On Partner's mobile number registered with Khwela.

4. iii. By hand, against a written acknowledgement of receipt by the receiving party.
5. iv. By registered mail.
6. In the event the delivery of the notice is attempted to be made at all the contact addresses provided by the party, the notice shall be deemed delivered on the third day from the date of the notice.

17. ASSIGNMENT

You may not assign Your rights under these User Terms without prior written approval of Khwela. Khwela can assign its rights under the User Terms to any affiliate.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

These User Terms are subject to the laws of South Africa. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or the Application (collectively, “Disputes”) will be subject to the exclusive jurisdiction of courts in South Africa.