

## USER AGREEMENT

The Terms and Conditions, hereinafter referred to as “T&C” referred as “Agreement”, will be applicable from the date of agreeing to the same either in the Mobile App namely “MYBYK – Pedal & EBike Rental” or on the Official Website of MYBYK (<https://mybyk.in>).

### 1. Preamble

1.1 Whereas, the User being desirous of obtaining Services as defined hereinafter from MYBYK and subject to complete satisfaction of representations made has accepted this Agreement.

1.2 Whereas, the User agrees and acknowledges that by virtue of the User having accepted this Agreement, this document constitutes a legal binding relationship between the Parties as per the Indian Contract Act, 1872, granting authority to either Party to enforce its rights forthwith.

1.3 This Agreement sets forth the entire understanding as to its subject matter and supersedes any and all prior agreements or understandings, written or oral, between the Parties relating to the subject matter hereof. No modification, amendment, termination or waiver of this Agreement shall be binding unless effected by a duly authorized officer of MYBYK. Failure of MYBYK to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed as waiver of such terms, covenants or conditions.

### 2. Definitions

2.1 “Bike” means and includes Pedal Bicycle, Electric Pedal-Assist Bicycle and Electric Scooter for the time being in force, however the said definition is not exhaustive and may be altered by MYBYK in future. Bike also includes the equipments provided alongwith it i.e. IOT Lock and Basket (And Solar Panel, Motor and Battery in case of e-bike) or any parts attached on the bike in the form of accessories. Each Bike type has its own variants (enlisted in the Mobile App and Official Website), which the User may scroll through and opt for depending on their personal requirement.

2.2 “MYBYK” means the Mobile App or Official Website, which enlists Services offered to User and is an Application developed and promoted by Greenpedia Bike Share Pvt. Ltd. The said term may be used interchangeably to mean the Service Provider.

2.3 “Hub” means the locations specified in the Mobile App or Official Website earmarked as Parking Stations for Bikes.

2.4 “MYBYK Wallet” means a Digital Wallet where the User can deposit money to be expended towards availing Services.

2.5 “Party” means either MYBYK or the User.

2.6 “Parties” means MYBYK and the User.

2.7 “Permitted Area” means any area falling within the boundary limits of operational MYBYK hubs in serviced cities.

2.8 “Personal Information” means First Name, Last Name, Contact Address, Location, Age, Mobile Number, Personal Email ID and government approved KYC, or any other information collected by MYBYK to make available its services.

2.9 “Prohibited Acts” include:

- (i) Speeding, racing, performing stunts or competition.
- (ii) Riding under the influence of alcohol or any drug or medication.
- (iii) Carrying out of any crime or any other illegal activity.
- (iv) Riding the Bike outside the permitted area or in any prohibited areas within the permitted area.
- (v) Riding while using a mobile phone or any other mobile communication device in any manner whatsoever, including sending an SMS, emailing, using a cell phone with or without a hands-free device or any other action which may otherwise distract the User from riding properly.
- (vi) Using the Bike to transport flammable, poisonous, or otherwise hazardous or prohibited substances.

- (vii) Transporting objects with the Bike that could adversely impact the Bike's handling, safety or that could damage the Bike or, by virtue of such object's protruding outside, affect the safety of vehicles driving in the vicinity of the Bike.
- (viii) Transporting more than 1 passengers, one of which includes the User in cases of a regular Bike and transporting more than 3 passengers, two of which include the Users in cases of a Duet Bike.
- (ix) Any other act that MYBYK deems fit to be categorized under this heading.

2.10 "Services" means and includes any service provided by MYBYK including but not limited to Bike Rental Service and allied services, Public Transport Ticketing and any other service they deem fit to provide in future to any User.

2.11 "User" means a person who has accepted this Agreement for availing any kind of Service offered by MYBYK.

### **3. Representations on behalf of the User**

3.1 The User shall provide MYBYK with their First Name, Last Name, Age, Gender, Preferred Communication Language, Mobile Number and Personal Email ID before availing any Services. MYBYK may at its discretion request the User to provide additional details such as Alternate Mobile Number, Address, Blood Group, KYC etc. should the need arise.

3.2 The User of the Services offered by MYBYK should be aged **above 12 years** at the time of registration.

3.3 The User agrees and acknowledges that the information provided by them under Clause 3.1 hereinabove is true, correct and accurate in all aspects.

3.4 By availing the Bike Rental Service, the User agrees to be in a perfectly fit physical and mental condition along with possessing the required experience to ride a Bike.

3.5 By availing the Bike Rental Service, the User agrees to have knowledge about the Weight and Cargo limits of each type of Bike. Failure to adhere to the same will entail imposition of penalty by MYBYK.

3.6 The User agrees and acknowledges that once registered, the Services offered by MYBYK will be available only to the respective registered User and the benefits flowing therefrom cannot be passed on to any other person, even if the other person is registered with MYBYK for another Service or the same Service. Therefore, for all purposes to come, this Agreement constitutes a relationship between MYBYK on one side and the respective registered User on the other side, to the exclusion of everyone else.

3.7 The User agrees and acknowledges that having chosen to avail the Services offered by MYBYK, the User assumes all responsibilities and risks involved thereto including but not limited to any damage, injury, claims, demands, liabilities, disputes, debts, expenses, etc. caused by the same.

3.8 The User agrees and acknowledges that at no given point in time would they leave the Bike unattended or indisposed and will ensure that while parking the Bike in any area, including the MYBYK Hub, the Bike will be properly locked. The User shall ensure that the Bike is not parked in area, specifically prohibited for parking and/ or violating traffic laws.

3.9 The User agrees to abide by all the laws prevalent in the State/ City in respect of availing the Services. The User is solely responsible for any traffic violations while using the Bike Rental Services and is bound to pay the fine imposed due to any such violation. In the event the User is found to be breaching any of the said laws, MYBYK reserves its right to take appropriate action, including termination of this Agreement, against the User.

3.10 The User agrees and acknowledges that while availing the Services, the User shall adhere to all the standards expected from a reasonable person and refrain from getting involved in Prohibited Acts, specifically in relation pertaining to Bike Rental Service. Failure to comply with the same, will result in immediate termination of this Agreement amongst other actions, which may be taken by MYBYK against the User.

3.11 In respect of Bike Rental Service, under no circumstances should the User tamper with the Bike (which includes its equipments) by either modifying/ altering/ adding/ substituting any material or body part. The Bike once hired rented, should be returned back in the exact same condition subject to normal wear and tear.

3.12 In respect of Bike Rental Service, in the event there is any damage caused to the Bike including the Bike being stolen or lost, the User is bound to report the same to the concerned MYBYK customer care representative within twelve (12) hours or immediately upon knowing and shall further cooperate with the respective authorities as and when the User is called upon to provide any information in relation thereof. In case the Bike is not found/lost after 48 hours, User shall be accountable & liable to bear the Bike cost and pay to Greenpedia Bike Share Pvt. Ltd. as follows:

Pedal Bicycle – ₹ 12,000 + GST,  
Electric Bicycle – ₹ 40,000 + GST.

3.13 In respect of Bike Rental Service, the User is expected to carry out a basic check for any physical or noticeable mechanical defects or flaw found on/in the Bike before taking the same on rent and report issues to the concerned MYBYK representative, if any. If MYBYK is not notified of a problem at the start of a ride, the User will be deemed to be responsible for any problem with the Bike discovered or reported after the booking, including, without limitation, damage to the Bike.

3.14 The User is advised to wear a Helmet while availing the Bike Rental Service. Failure on part of the User to wear one will not stop MYBYK from enforcing its rights under this Agreement.

3.15 In respect of Bike Rental Service, the User is solely responsible for any damage caused to the Bike while riding and agrees to compensate MYBYK in full along with any other incidental charges incurred by MYBYK such as loss of revenue due to loss of Bike, payment made to towing agency in case of emergency pick-up, payment made to third party for any damage caused to them or their vehicle, etc.

3.16 In respect of Bike Rental Service, in case of a breakdown, the User is expected to promptly inform on the Chat Support (MYBYK App). In such circumstances, MYBYK will provide necessary assistance free of cost however MYBYK shall not be liable for any transit cost to bring the bicycle back to the stand or may be liable to pay for any transit charges incurred by MYBYK.

3.17 The User agrees and acknowledges that the Bike Rental Service can be availed of only within respective city or nearest Hub boundary and the Agreement will cease to exist immediately when the User crosses the city beyond specified boundary. The User cannot take the Bike outside the city boundary without prior permission from MYBYK. In case any User takes the Bike outside the city boundary without prior permission, this Agreement would be terminated immediately and the User needs to return the Bike immediately back to MYBYK. In this case, the User will assume sole responsibility for any and all costs, charges, fees and expenses incurred by MYBYK as a result of a breach of this condition. The User also has to pay a fine upto INR 12,000/- (Rupees Twelve Thousand).

3.18 The User agrees and acknowledges that MYBYK will use information in respect of tracking the current location of the Bike, in strict compliance of the laws applicable in India and with a view to track and share the said information with the authorities in case of theft/accident/or any other purposes, which happens with the User/ Bike.

3.19 Post completion of the trip, the User is required to park and lock the Bike at the any of the respective nearest MYBYK Hub. In the event the Bike is not parked and locked at MYBYK Hub, the trip will continue and the User will be charged accordingly till trip ends. MYBYK further reserves the right to end the User's trip in such cases and levy a proportionate penalty.

3.20 User cannot use the bike for any commercial purpose, unless specifically authorised by MYBYK in writing.

#### **4. Representations on behalf of MYBYK**

4.1 MYBYK agrees to provide Services complete in all aspects and after ascertaining its viability and safety. However, considering that certain Services are managed and controlled by third parties, MYBYK does not take any warranty/guarantee for the same.

4.2 In respect of Bike Rental Service, MYBYK agrees to provide a Bike that is complete in relation to its fittings. MYBYK will further be responsible for routine maintenance and upkeep of the Bike. However, MYBYK does not warrant (express or implied) for use of the Bike and its equipments for a particular purpose, since the Bike is rented out to the User on "as is, where is" basis.

4.3 In relation to Bike Rental Service, MYBYK agrees to provide prompt assistance in the event of breakdown or any other incident/ accident, so that the User can get on with the ride as soon as possible or be provided necessary assistance. However, MYBYK does not assure a definite timeline for repair, since the same depends on the location of the Bike and kind of failure of the Bike, availability of the mechanic, spare parts etc.

## 5. Payment and Charges

5.1 In relation to Bike Rental Service, the User agrees to pay the rental charges as applicable for the plan they have chosen i.e. Hourly, Weekly, Monthly or Long term Pay as you Go, Take home categories, Hourly OR any other special plans in advance viz. before unlocking the Bike from the MYBYK Hub and taking it out for a ride.

5.2 The payment shall be made through UPI, NEFT Transfer or Debit/Credit Card on the Mobile App or Official Website. The User also has the option of recharging their MYBYK Wallet, from which money can be deducted as and when Services are availed. Once subscribed to a plan, user cannot claim refund of the same, irrespective of period remaining in the respective plan. Promotional money added for referral or any other promo code cannot be refunded, it can only be used to take rides.

5.3 The amount quoted in the Mobile App or Official Website is subject to applicable taxes and other local government charges. Any changes in plan rates is purely at sole discretion of MYBYK

5.4 The User shall pay an amount of Rs. 500/- or any such amount as amended by MYBYK from time to time as non-interest-bearing Security Deposit, which will be refunded back to the MYBYK within 21 (twenty-one) days at the expiry of this Agreement, subject to the User returning back the Bike. The said refund by MYBYK is subject to applicable terms and conditions and after deduction of any amount payable by User to MYBYK. The amount paid towards Security Deposit will not reflect in the MYBYK Wallet.

5.5 In case the User wishes to extend the period of booking the Bike/ Plan offered by MYBYK, the User must make the differential payment before the expiry of the current Plan to continue the use of the Bike. Such extension shall be subject to availability of the Bike.

5.6 The amount lying in the User's MYBYK Wallet is fully refundable and can be claimed back by the User at any time by exercising this option provided in the Mobile App or Website. Too frequent and suspicious refund transactions can be questioned and withheld by MYBYK. Subscription charges paid by user are non-refundable and non-reversible

5.7 Promo Codes are made available at regular intervals at the sole discretion of MYBYK and cannot be claimed or made applicable as a matter of right. One Promo Code can be claimed against one ride only and cannot be combined with other discounts offered by MYBYK, if any.

5.8 In the event the User does not return the Bike to the MYBYK Hub and requests MYBYK to pick up the Bike from any other location (except in cases of breakdown), the User will be liable to pay upto Rs. 250/- towards such pick-up, which amount will be either deducted from the User's MYBYK Wallet or paid by the User to the authorised MYBYK representative at the time of pick-up.

5.9 The User is obligated to return the Bike to the designated MYBYK Hub at the end of the trip. Failure to return the Bike in time will attract a penalty as defined in respective plans on MYBYK App.

5.10 In case of theft, the User is solely responsible to refund the full amount of Bike alongwith its equipments lost by MYBYK within seven (7) days from information of theft being reported to MYBYK. User shall be accountable & liable to bear the Bike cost and pay to Greenpedia Bike Share Pvt. Ltd. as follow:

Pedal Bicycle – ₹ 12,000 + GST,

Electric Bicycle – ₹ 40,000 + GST.

## 6. Liabilities and Indemnity

6.1 The User expressly and unequivocally agrees that in exchange of MYBYK providing the Services as defined hereinabove and consequential usage of these Services by the User, the User hereby fully and forever releases and discharges MYBYK and its owners, managers, affiliates, employees, agents, representatives, successors and assigns from any claim by User due to usage of the aforementioned Services, unless the claim is premised and proved due to gross negligence or willful misconduct of MYBYK. Even in cases falling within the last circumstance, the total liability of MYBYK shall under no circumstance exceed INR 15,000.

6.2 The User further expressly agrees that MYBYK and its owners, managers, affiliates, employees, agents, representatives, successors and assigns will under no circumstances will not be held responsible for any loss or damage, personal injury or loss of life, caused to the User due to usage of the aforementioned Services.

6.3 The User agrees and acknowledges that the User has opted to use the Services offered by MYBYK at its sole risk, cost and consequence thereof and has assumed all risk involved with it, holding MYBYK fully exempt from claims arising under such actions of the User.

6.4 Indemnification: The User indemnifies and holds MYBYK and its owners, managers, affiliates, employees, agents, representatives, successors and assigns, harmless for all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by the User due to the use or possession of the Bike or usage of Services by the User and the User's non-compliance thereto.

6.5 Under no circumstance will MYBYK be liable to any third-party claim for indirect, incidental, special or consequential damages arising from or related to this Agreement or use of the Bike and/or Services.

## **7. Term and Termination**

7.1 The term of this Agreement will start from the date of agreeing to the same either in the Mobile App namely "MYBYK - Pedal & EBike Rental" or on the Official Website of MYBYK ([www.mybyk.in](http://www.mybyk.in)) and will end immediately on the User deleting their account. However, financial liability pending on the User, if any, will continue to remain operational irrespective of the Agreement ceasing to exist.

7.2 MYBYK reserves liberty to terminate this Agreement apart from the circumstances mentioned in this Agreement, at any time and its sole discretion, without prior notice to the User. The User may terminate the Agreement after prior notice to MYBYK, however financial liability pending, if any, as stipulated hereinabove shall continue.

## **8. General**

8.1 For all purposes under this Agreement, there exists no master-servant, employer-employee or principal-agency relationship between MYBYK and the respective User.

8.2 The Services offered by MYBYK, more specifically Bike Rental Service and the Bike thereto will at all times, before, during or after completion of trip by User, continue to be under the exclusive ownership of MYBYK.

8.3 All copyright, trademarks and all other intellectual property rights (except for the third-party links) in the Official Website/ Mobile App and its content (including without limitation the design, layout, text, graphics, images, sound, video and all software and source codes connected with the Website) are owned by or licensed to MYBYK or otherwise used by the Parent Company as permitted by law. The content of the Official Website/ Mobile App embodies trade secrets and intellectual property rights protected under copyright and other intellectual property laws. All title, ownership and intellectual property rights in the Official Website/ Mobile App and its content shall remain with MYBYK/ Parent Company.

8.4 In the event any provision or clause of this Agreement is declared void or illegal by any competent authority or Court of Law, the said provision or clause shall stand deleted and the remaining provisions or clauses of the Agreement shall remain in full force.

8.5 The headings of the Agreement are only indicative in nature and shall not form basis for discharging any liability on either Party.

8.6 MYBYK undertakes to keep all confidential information furnished by the User safe and subject to the terms of the Privacy Policy.

8.7 Any notices, communications or correspondence to be given under this Agreement shall be deemed to be delivered in case it is either delivered through e-mail. The address for service of notice to the User will be Personal Email ID furnished by the User at the time of registration, whereas the address for service of notice to MYBYK will be: [contact@mybyk.in](mailto:contact@mybyk.in).

8.8 In the event of any dispute, which may arise either during the subsistence of this Agreement or afterwards relating to or arising from these presents, either Party shall notify the other Party in writing of the substance of the complaint and both the sides shall do their utmost to settle these disputes amicably through negotiations within 60 days of receipt of any such complaint. Such differences and disputes on which, both sides fail to reach a written agreement by means of negotiations shall be resolved by a Sole Arbitrator mutually appointed by the Parties and the award of the Arbitrator shall be binding on both the Parties finally and conclusively. The venue of arbitration shall be Ahmedabad, India and shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force.

8.9 Any proceeding arising from this Agreement shall be subject to the exclusive jurisdiction of Courts in Ahmedabad, to the exclusion of all other courts. The substantive laws of India shall govern this Agreement.