

**FRIENDS CAR SERVICES
(INDIA) PRIVATE LIMITED**

TERMS & CONDITIONS

SELF-DRIVE CAR RENTAL SERVICES

CUSTOMER TERMS • VEHICLE USE • RESPONSIBILITIES • COMPLIANCE

These Terms & Conditions govern the use of the Company's website, mobile application, booking platform and self-drive car rental services. They set out the eligibility requirements, booking conditions, vehicle-use rules, renter responsibilities, charges, insurance provisions, safety requirements, cancellation terms and dispute provisions applicable to the rental relationship.

IMPORTANT

By accessing the service, making a booking, taking possession of a vehicle or using a vehicle provided by the Company, the renter acknowledges that they have read, understood and agreed to these Terms & Conditions.

Please read carefully before booking or taking possession of any vehicle.

Welcome to Friends Car Services (India) Private Limited ("Friends Car", "Company", "we", "us" or "our"). These Terms & Conditions ("Terms") govern your use of our website, mobile application, booking platform and self-drive car rental services.

By accessing our website/application, making a booking, taking possession of a vehicle or using any vehicle provided by us, you acknowledge that you have read, understood and agreed to these Terms.

1. Eligibility

- 1.** The renter must be legally eligible and physically capable of driving the vehicle rented from the Company.
- 2.** The renter must possess a valid, genuine and legally acceptable driving licence appropriate for the vehicle being rented.
- 3.** The Company reserves the right to refuse a booking or delivery of a vehicle where the renter fails to satisfy the Company's eligibility, verification or documentation requirements.

2. Booking of Vehicle

- 4.** Vehicles may be booked through the Company's official website, mobile application or through such other booking channels as may be authorised by the Company.
- 5.** The renter shall provide accurate and complete information while making a booking, including identity details, driving licence details, contact information, rental period, destination and any other information requested by the Company.
- 6.** A booking shall be considered confirmed only after payment of the applicable booking/rental amount and successful completion of the Company's verification process.
- 7.** Vehicle availability, model, colour, variant and other specifications are subject to availability at the time of booking. The Company may provide an equivalent or upgraded vehicle where reasonably necessary.

3. Documentation & Verification

- 8.** The renter shall submit valid and genuine identification documents, driving licence and any other documents

required by the Company.

9. The Company may verify the documents and information provided by the renter before handing over the vehicle.

10. If any document or information is found to be false, forged, altered, expired, misleading or inconsistent with the information submitted during booking, the Company may cancel the booking and forfeit applicable booking amounts.

11. Any change, suspension, cancellation or expiry of the renter's driving licence during the rental period must be immediately reported to the Company. The renter must stop driving the vehicle where legally required and return the vehicle as instructed by the Company.

4. Rental Period

12. The rental period shall commence from the date and time specified at the time of vehicle handover and shall continue until the vehicle is returned and formally accepted by the Company.

13. The renter must return the vehicle at the agreed location, date and time.

14. Any extension of the rental period requires prior approval from the Company. A request for extension should ordinarily be made at least 6 hours before expiry of the existing rental period.

15. Extension requests are subject to vehicle availability and Company approval. Submission of an extension request does not automatically constitute approval.

16. If the renter fails to return the vehicle on time without an approved extension, additional rental charges shall continue to accrue until the vehicle is actually returned and accepted by the Company. Additional penalties or charges may also apply as communicated during booking.

17. In case of prolonged unauthorised retention of the vehicle, the Company reserves the right to initiate appropriate civil

and/or criminal proceedings as permitted by applicable law.

5. Security Deposit

18. The renter may be required to pay a refundable security deposit before taking possession of the vehicle

19. The security deposit shall ordinarily be refunded after completion of the rental and necessary inspection/reconciliation, subject to deductions for applicable damages, penalties, unpaid dues, traffic challans, fuel discrepancies, missing documents, late-return charges or other amounts payable by the renter.

20. Where any liability exceeds the security deposit, the renter shall remain liable for payment of the balance amount.

6. Permitted Use of Vehicle

21. The vehicle shall be used only for lawful personal or routine business purposes and on roads suitable for the vehicle.

22. The renter shall comply with all applicable motor vehicle laws, traffic rules, government directions and other applicable laws throughout the rental period.

23. The renter shall not use, or permit the vehicle to be used for

- racing or speedtesting;
- rallies or competitions;
- off-road driving;
- commercial passenger transportation;
- sub-rental or sub-leasing;
- carrying passengers or goods for commercial consideration;
- any unlawful activity;
- driving in prohibited or restricted areas; or
- any other use prohibited by the Company or applicable law.

7. Authorised Driver

24. The rented vehicle shall be driven only by the renter or an additional/nominated driver expressly approved and

registered by the Company.

25. The renter shall not transfer, assign, sub-rent or otherwise give possession or control of the vehicle to any unauthorised person.

26. The renter shall remain responsible for the conduct and actions of every person authorised by the Company to drive the vehicle during the rental period.

8. Geographic Restrictions & GPS/Telematics

27. Where applicable, the Company may use GPS, geofencing, telematics or other vehicle-monitoring technology for security, operational, safety, compliance and fleet-management purposes.

28. Where a geographical destination or operating area has been specified at booking, the renter shall not take the vehicle outside the permitted area without prior approval from the Company.

29. If the vehicle is detected outside the permitted geographical area, the Company may contact the renter and require the vehicle to be brought back within the permitted area. Continued violation may result in termination of the rental and/or forfeiture of applicable security deposit, subject to applicable law.

9. Vehicle Condition & Inspection

30. The renter shall inspect the vehicle at the time of collection and promptly report any visible damage, defect or discrepancy before taking possession.

31. By accepting possession of the vehicle, the renter acknowledges the vehicle's recorded condition, subject to defects specifically reported and acknowledged by the Company.

32. The renter must return the vehicle in substantially the same condition in which it was delivered, except for normal wear and tear.

33. The Company may inspect the vehicle after return. Any damage attributable to the renter during the rental period may be recovered from the renter.

10. Damage, Accident & Breakdown

34. The renter shall immediately notify the Company in the event of any accident, collision, breakdown, theft, vandalism, damage or other material incident involving the vehicle.

35. The renter shall cooperate fully with the Company, police, insurers, towing agencies and other authorised authorities following an accident or incident.

36. The renter shall not admit liability, settle a third-party claim or make any payment on behalf of the Company without prior authorisation, except where legally necessary.

37. Where damage occurs due to negligent, reckless, unlawful or prohibited use of the vehicle, the renter may be liable for the applicable repair costs, towing/recovery charges, administrative expenses, loss of use and other reasonably recoverable losses, subject to applicable law and the terms of any applicable insurance coverage.

38. Where the vehicle requires repair following damage attributable to the renter, applicable rental/loss-of-use charges may continue to apply in accordance with the Company's prevailing policy and applicable law.

39. The Company may recover the cost of repairing damage from the security deposit. Where the actual recoverable amount exceeds the deposit, the renter shall pay the balance.

11. Insurance

40. The vehicle may be covered by insurance in accordance with the applicable motor insurance policy.

41. Insurance coverage is subject to the terms, conditions, exclusions, deductibles and limitations of the relevant insurance policy.

42. The renter shall remain responsible for losses or liabilities arising from acts or omissions that invalidate, restrict or exclude insurance coverage, to the extent permitted by applicable law.

43. The renter and passengers shall not assume that personal accident, medical, personal belongings or other non-vehicle losses are automatically covered by the Company's vehicle insurance.

12. Alcohol, Drugs, Smoking & Prohibited Substances

44. The renter shall not drive or operate the vehicle while under the influence of alcohol, narcotic substances, psychotropic substances or any other substance that may impair driving ability.

45. Consumption or use of alcohol, tobacco, cigarettes, narcotic or prohibited substances inside the vehicle is prohibited where specified by the Company's policy.

46. Cleaning, deodorising, restoration or other charges arising from smoking, substance use, excessive contamination or prohibited use may be recovered from the renter.

13. Traffic Violations & Challans

47. The renter shall be solely responsible for all traffic violations, parking violations, toll violations, penalties, challans and other governmental charges arising during the rental period due to the renter's use or possession of the vehicle.

48. If a challan or other governmental demand is received by the Company after the vehicle has been returned, but relates to the renter's rental period, the Company may notify the renter and recover the applicable amount and reasonable administrative costs.

49. The renter shall cooperate with the Company in identifying the driver or providing information required by any

governmental or law-enforcement authority.

14. Vehicle Documents & Accessories

50. The renter shall take reasonable care of all vehicle documents, keys, accessories, equipment and other items provided with the vehicle.

51. Loss, theft or damage to vehicle keys, documents, accessories or equipment may result in recovery of the applicable replacement or repair costs from the renter.

15. Fuel, Cleaning & Additional Charges

52. The renter shall return the vehicle with the fuel level specified under the applicable booking/package terms.

53. Where the vehicle is returned with insufficient fuel, the Company may recover the applicable refuelling charges and service/handling charges.

54. Excessive dirt, stains, foul odour, pet hair, food residue, smoking residue or other unusual cleaning requirements may attract additional cleaning or restoration charges.

55. Additional charges, where applicable, shall be communicated through the booking platform, rental package, invoice or other applicable Company policy.

16. Cancellation & Refunds

56. Cancellation charges and refund eligibility shall be governed by the cancellation policy applicable to the booking at the time the booking is made.

57. Where a booking is cancelled after the applicable cancellation deadline, the booking amount or other applicable amount may be forfeited in accordance with the cancellation policy.

58. Refunds, where applicable, shall be processed through the original payment method or such other method permitted by the Company.

17. Vehicle Availability & Substitution

59. While the Company will make reasonable efforts to provide the vehicle booked by the renter, circumstances such as breakdown, maintenance, accident, unforeseen operational issues or other circumstances beyond the Company's reasonable control may affect vehicle availability.

60. In such circumstances, the Company may provide an equivalent or alternative vehicle, subject to availability, or provide such other remedy as may be applicable under the Company's policy.

18. Theft or Loss of Vehicle

61. In the event of theft, disappearance or unauthorised taking of the vehicle, the renter must immediately inform the Company and the police and provide all required assistance and information.

62. The renter shall cooperate with investigations, insurance procedures and recovery proceedings.

63. Any liability of the renter shall be determined in accordance with the applicable rental agreement, insurance policy, circumstances of the incident and applicable law.

19. Personal Belongings

64. The Company is not responsible for personal belongings, valuables, luggage, electronic devices or other items left inside the vehicle.

65. The renter is solely responsible for removing all personal belongings before returning the vehicle.

20. Prohibited Activities

66. The renter shall not use the vehicle for any activity that is illegal, fraudulent, dangerous or contrary to public policy.

67. The renter shall not tamper with, disable, remove or interfere with GPS devices, geofencing devices, telematics equipment, speed/vehicle monitoring systems or any security equipment installed by the Company.

68. The renter shall not modify, dismantle, repair or alter the vehicle without prior written or recorded authorisation from the Company, except where immediate action is reasonably necessary for safety.

21. Data & Privacy

69. The Company may collect and process information required for booking, identity verification, payment processing, customer service, vehicle security, GPS/telematics, compliance, insurance, fraud prevention and lawful business operations.

70. Personal information shall be handled in accordance with the Company's applicable Privacy Policy and applicable data-protection laws.

22. Company's Right to Terminate Rental

71. The Company may terminate the rental and require immediate return of the vehicle where the renter breaches these Terms, provides false information, uses the vehicle unlawfully, drives dangerously, fails to make required payments, tampers with security equipment, or otherwise creates a material risk to the vehicle, Company or third parties.

72. In the event of termination due to renter misconduct or breach, the renter shall remain liable for applicable outstanding charges, losses, damages and other amounts recoverable under the agreement and applicable law.

23. Indemnification

73. To the extent permitted by applicable law, the renter agrees to indemnify and hold the Company harmless against losses, claims, penalties, damages, expenses and reasonable legal costs arising from the renter's negligence, unlawful conduct, breach of these Terms or misuse of the vehicle.

74. This obligation shall survive expiry or termination of the rental to the extent necessary to resolve claims arising from

the rental period.

24. Limitation of Liability

75. The Company shall not be responsible for loss or damage to personal belongings left in the vehicle.

76. Nothing in these Terms shall exclude or restrict any liability that cannot legally be excluded or restricted under applicable law.

25. Force Majeure

77. The Company shall not be liable for failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control, including natural disasters, extreme weather, government restrictions, strikes, riots, civil disturbances, accidents, road closures, technical failures or other unforeseen events.

26. Communications & Notices

78. The renter agrees that booking confirmations, invoices, payment information, rental communications, notices and other service-related communications may be sent through email, SMS, WhatsApp, telephone, mobile application or other contact details provided by the renter.

79. The renter is responsible for ensuring that the contact information provided to the Company remains accurate and accessible throughout the rental period.

27. Modification of Terms

80. The Company may update or modify these Terms from time to time. The updated Terms shall become applicable to future bookings from the effective date specified by the Company.

81. The Terms applicable to a particular booking shall be those accepted by the renter at the time of booking, subject to subsequent amendments permitted by applicable law and the applicable rental agreement.

28. Dispute Resolution

82. The Company and renter shall first attempt to resolve any dispute, complaint or disagreement through good-faith communication and amicable settlement.

83. If the dispute cannot be resolved amicably, the parties may pursue such remedies as are available under applicable law.

29. Governing Law & Jurisdiction

84. These Terms shall be governed by and interpreted in accordance with the laws applicable in India.

85. Subject to applicable law, courts and competent authorities having jurisdiction at Bhopal, Madhya Pradesh shall have jurisdiction over disputes arising out of or relating to the rental relationship.

30. Acceptance of Terms

86. By clicking “I Agree”, completing a booking, making payment, collecting the vehicle or using the vehicle, the renter confirms that he/she has read, understood and agreed to these Terms & Conditions.

87. These Terms shall be read together with the applicable booking confirmation, rental agreement, pricing/package terms, cancellation policy, privacy policy and any other terms specifically applicable to the booking.

IMPORTANT

Therenter is advised to carefully inspect the vehicle at the time of collection, verify the recorded condition of the vehicle,

understand the applicable rental package and confirm the permitted operating area before accepting possession. Friends Car Services (India) Private Limited

These Terms & Conditions should be read with the Company's applicable Rental Agreement, Privacy Policy, Cancellation Policy, Insurance terms and booking-specific terms.