

Chalo Services Terms And Conditions

1. In these terms and conditions, unless the context otherwise requires:
 - a. capitalised terms and expressions that are defined by inclusion in quotations and / or parentheses have the meanings so ascribed; and
 - b. other capitalised terms and expressions shall have the meanings ascribed to them in the section titled 'Definitions And Interpretations'.
2. During Term, Operator engages Chalo to deliver Services ('Engagement'), and Chalo agrees to provide Services to Operator.
3. Operator agrees to abide by 'Operator Obligations And Duties' as described herein.
4. Operator represents and warrants that this Engagement will not result in a breach or violation of the terms and conditions of their Permit / License issued by the Regulator, and will not result in imposition of any fine or penalty on Chalo by the Regulator or any other governmental authority. Operator agrees to indemnify Chalo against such penalties.
5. Operator hereby grants irrevocable permission to Chalo and any of Chalo's partners holding a Prepaid Payment Instrument ('PPI') license issued by the Reserve Bank of India to issue closed system, semi-closed system, and open system PPIs as part of the Digital Tickets. Operator agrees to take all required steps to comply with Applicable Laws pertaining to the issue and use of such PPIs.
6. Operator agrees that ownership of Data and all rights to usage of Data lie solely with Chalo. Operator agrees not to disclose Data to any third parties without the explicit written consent of Chalo. Operator also agrees to never request Chalo to disclose Data to any third parties.
7. Operator hereby agrees and undertakes that during the Term they shall not enter into an arrangement with any third party, to avail of technology solutions and / or services similar to any of the Services.
8. Operator shall be entitled to terminate this Engagement after a period of 36 (thirty six) months from the Execution Date by giving Chalo 6 (six) months' written notice.
9. Chalo can terminate this Engagement by giving Operator 1 (one) month's written notice, or immediately if:
 - a. Operator breaches of any of the representations, warranties, or obligations contained herein; or
 - b. Operator files for or becomes subject to bankruptcy, liquidation, winding up, dissolution, receivership, or reorganization under any insolvency laws.
10. Upon termination, Chalo shall cease to provide Services to the Operator forthwith, and Operator must return all Chalo Assets to Chalo in good working order or provide equal compensation in lieu thereof.
11. Chalo shall be entitled to receive all Chalo Share until the last date of providing Services. Chalo reserves the right to revise Chalo Share without notice or assigning any reason whatsoever.
12. Chalo shall not be liable for any loss or damage whatsoever that may arise, or for any personal injury that may be suffered, as a direct or indirect result of delivering Services.
13. Any dispute arising out of or in connection with this Engagement shall be subject to the exclusive jurisdiction of the courts in Mumbai only. The existence of a dispute, if any, shall not constitute a claim against Chalo.
14. These terms and conditions may also be provided in languages other than English purely for the convenience of Operator. In case of any differences between the English terms and conditions and those provided in another language, including differences of interpretation, the English version shall prevail.
15. Operator will not assign their rights or obligations to a third party without the prior written consent of Chalo.
16. Chalo reserves the right to withdraw and / or alter any / all the terms and conditions, and publish any addendums, at any time without prior notice. Please visit www.chalo.com for the currently applicable 'Chalo Services Terms And Conditions'.
17. Operator accepts the terms and conditions as specified herein in toto.

Operator Obligations And Duties

During the Term, Operator agrees to undertake the following obligations and duties:

1. Pay Chalo Share to Chalo daily based on the computation presented by Chalo, in consideration for the delivery of Services.
2. Reimburse Chalo in full immediately for any expenses incurred on behalf of Operator.
3. Hand over the entire amount received towards prepayments of PPIs on the same day itself.
4. Always keep all Chalo Assets safe from loss or damage or compensate Chalo for any loss or damage to Chalo Assets.
5. Always ensure availability and acceptance of all Digital Tickets options for Passengers on Buses and compensate Passengers as per Chalo's compensation guidelines for the failure of issuance and / or acceptance of Digital Tickets on Buses.
6. Allow Chalo to conduct marketing activities in the Buses, including pasting posters in un-utilised spaces, allowing Chalo representatives to conduct Passenger promotions, referral programmes, etc. at no charge whatsoever.
7. Always display Chalo communication prominently on their Bus windshield and Bus body in locations identified by Chalo, at no charge whatsoever.
8. To not allow advertising on Buses by any competitor of Chalo.
9. Allow Chalo to create new Digital Tickets options, travel plans, and new ticket types on their behalf, and offer them to Passengers, as long as these are not in breach of the regulations set by the Regulator.
10. Always keep Chalo updated regarding any changes in the information provided herein.
11. Ensure that the Buses are well-maintained and reasonable care is taken to ensure that they are in good operating condition, clean, and Passenger friendly.
12. Allow only conductors selected, managed, and trained by Chalo to operate their Buses. Conductor Cost will be disbursed by Chalo.
13. Ensure compliance with all Applicable Laws for operation of Buses and employment of Operator's employees / sub-contractors / Bus drivers.

Definitions And Interpretations

'Applicable Law(s)' means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, statute, license, treaty, code or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority or other governmental restrictions or any similar form of decision of, having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.

'Association' means the association named in the section titled 'Association Name' herein, having its office at the address mentioned in the section titled 'Association Office Address'.

'Baseline Collection' is the 'Daily Average Collection' for each Bus for each calendar month, as mutually agreed between Chalo and Operator, and as mentioned in the section titled 'Bus Details' herein.

'Bus(es)' means the bus(es), as mentioned in the 'Bus Details' section herein, operated by Operator on Route(s) pursuant to the Permit / License issued to the Operator from the Regulator.

'Chalo' means Chalo Mobility Private Limited (previously known as Zophop Technologies Private Limited), a company incorporated under the Companies Act, 1956, having its registered office at F-611 Tower 2, Seawoods Grand Central, Navi Mumbai 400706.

'Chalo App' means the mobile app developed and launched by Chalo bearing the name 'Chalo App'.

'Chalo Asset(s)' means any and all items or software provided by Chalo to facilitate Services, including without limitation GPS Devices, ETIMs, Chalo Cards, cameras, SIM cards, paper rolls, and any other items.

'Chalo Card(s)' means a travel card provided by Chalo to Passengers that contains:

- A closed system, semi-closed system, or open system PPI (as defined herein); and
- May also store a bus pass and / or a Chalo Super Saver Plan.

'Chalo Fees' means the fees and charges owed to Chalo by Operator as described in the section titled 'Chalo Fees' herein.

'Chalo Share' means the total sum owed to Chalo by Operator in consideration for the delivery of Services, including but not limited to Chalo Fees, Chalo's share of Collection, Conductor Costs, reimbursements owed to Chalo, and any other amounts agreed between the Operator and Chalo.

'Chalo Super Saver Plan(s)' means single journey or multi-journey travel plans that are offered by Operator, either individually or jointly with other bus operators, to Passengers via Digital Tickets.

'Collection' means the sum of the ticket fare amounts of all tickets issued on / for the Bus for any particular period (day, week, month, or year) irrespective of the mode of payment (cash, card, online, mobile, or any other) or the type of ticket (single journey, multiple journeys, student, adult, Super Saver Plan, or any other).

'Conductor Cost(s)' means all amounts owed to the conductor, including but not limited to daily wages, incentives, overtime, reimbursements, and any other amounts due to the conductor, as per the below agreed amounts:

- In Kerala: ₹450 – ₹800 per man day
- In Karnataka: ₹500 – ₹800 per man day
- In other areas: ₹550 – ₹800 per man day

'Data' includes any and all data generated by implementation of Services, including GPS Device data, ETIM data, any data reported to Operator via AFCS, and any other data.

'Digital Ticket(s)' means any and all bus tickets, bus passes, Chalo Super Saver Plans, and / or any other travel products or services available for purchase via / on the Chalo App and / or via / on the Chalo Card.

'Digital Tickets Collection' means the sum of the ticket fare amounts of all Digital Tickets issued on / for the Bus for any particular period (day, week, month, or year) irrespective of the mode of payment (cash, card, online, mobile, or any other) or the type of ticket (single journey, multiple journey, student, adult, Super Saver Plan, or any other).

'Effective Date' and **'Execution Date'** mean the dates mentioned as Effective Date and Execution Date respectively in the section titled 'Contract Details' herein.

'ETIM(s)' means Electronic Ticket Issuing Machines provided by Chalo, that are deployed and used in Buses in order to facilitate issue and validation of all tickets.

'GPS Device(s)' means the instrument(s) which collect and have the ability to transmit data relating to their location (latitude-longitude coordinates).

'Operator(s)' means the person(s) named in 'Operator Name' and having 'Identification Document' mentioned in the section titled 'Operator Details' herein.

'Passenger(s)' means passengers that avail of transport services on Operator's Buses.

'Permit' or **'License'** mean the stage carriage permit or license issued by Regulator permitting / licensing Operator to operate Bus(es) on Route(s).

'Regulator(s)' means any governmental or statutory authority, government department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions having or purporting to have jurisdiction or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction pursuant to the Applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to the business activities of Chalo and / or the Operator.

'Route(s)' means the combination of stops during a journey (from a scheduled starting point to the scheduled destination point) the Bus must make as determined between the Regulator and the Operator.

'Services' means Chalo's technology solutions and services as described in the section titled 'Chalo Services'.

'Supplier Offer(s)' means the products, services, special privileges, discounts, promotions, packages, or other benefits that Supplier Partners offer to Operators.

'Supplier Partner(s)' are those organisations who approach Chalo to offer their products and services to Operators.

'Term' means the period beginning Effective Date and ending on the day of expiry of the Operator's Permit / License issued by the Regulator.