

DISCLAIMER

This mobile application [under the name and style of '[MSewa]' is owned and managed by [Smart chip India Pvt Ltd], a company registered under the Companies Act, 2013 and having its head office at [D-216, Sec-63, NOIDA 201301.

Your access to and use of this Application is subject to the following terms and conditions and all applicable laws. By accessing and browsing this Application, you are deemed to have read and accepted and agreed to be bound by this disclaimer.

TERMS AND CONDITIONS

These terms and conditions ("**Terms and Conditions**") is an electronic record in the form of an electronic contract formed under Information Technology Act, 2000 and the rules made thereunder as applicable and the amended provisions pertaining to electronic documents/records in various statutes as amended by the Information Technology Act, 2000. These Terms and Conditions do not require any physical, electronic or digital signature.

These Terms and Conditions are published and shall be construed in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 under the Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the intermediary's computer resource by any person.

If you use the Application and avail Services (defined hereinafter) in any way, you accept, agree to comply with and be bound by this Agreement(defined hereinafter) which forms a binding Agreement between you and the Company (defined hereinafter).

If you do not wish to be bound by this Agreement, please do not access and use this Application or use our Services in any way.

This Agreement may be modified from time to time at the sole discretion of the Company. It is your responsibility to review the Agreement from time to time.

If you continue to use the Application or use our Service, after notice of change has been intimated or published on our Application, you thereby provide your consent to the changed practices and terms. For this reason, we encourage you to review the Agreement each time you access and use the Application.

Most content and some of the features on the Application are made available to Users free of charge. However, the Company reserves the right to terminate access to certain areas or features of the Application at any time for any reason, with or without notice.

I. DEFINITIONS:

For the purposes of the Terms and Conditions.

- **“Agreement”** shall mean the terms and conditions of use, the privacy policy and other policies of the Company;
- **“Application”** shall mean the application [MSewa] supplied by the Company and downloaded and installed by you on your mobile device, tablet, laptop, computer, etc.
- **“[.]”, “Company”, “we”, “our” and “us”** shall mean [Smart chip India Pvt Ltd]
- **“Force Majeure”** shall have the meaning as set out in Clause VIII;
- **“Service” or “Services”** shall mean services as defined under the heading Service Description here under the agreement. [
- **“User” or “Users”** shall have the meaning as set out in Clause III;
- **“You”, “yourself”, “yourselves” and “your”** shall mean a user, who meets the eligibility criteria set out below;

II. SERVICES DESCRIPTION:

[The service(s) shall mean the services which are provided by this Mobile Application for Online application for Learning License, Online Application for Driving License, Mock Test for Learning License, Download Driving License and RC, Online tax payment]

III. USER ELIGIBILITY:

User means any individual that legally operates and uses and has the right to use the Services provided by the Company. Our Services are available only to those individuals or entities who can execute legally binding contracts under the applicable law. Therefore, in case of individuals, a User must not be a minor i.e. user(s) must be at least 18 (eighteen) years of age to be eligible to use our Services (**“User”**).

IV. REGISTRATION:

In order to access the features of the Mobile Application, you must register your self with your name and valid mobile number. An OTP will be sent to validate the Mobile number. You are solely responsible for the activity that occurs on your account as registered with the application and you must keep your account secure. You must notify us immediately of any breach of security or unauthorized use of your account

Please see our Privacy Policy to know more about how your personal information would be used.

V. TERM, ACCOUNT DELETION AND TERMINATION

Term: This Agreement begins on the date you first use our Services and continues as long as you have an account with us.

Termination for Breach:

The Company reserves the right to deny access to particular Users to any/all of its Services without any prior notice/explanation in order to protect the interests of the Company and/or other Users. The Company reserves the right to limit, deny or create different access to the Application and its features with respect to different Users.

We reserve the right to terminate your account or your access to the Application immediately, with or without notice to you, and without liability:

- if you have violated any of the terms of the Agreement;
- if you have furnished us with false or misleading information;
- pursuant to requests by law enforcement or other government agencies;
- in case of unexpected technical or security issues or problems;
- in case of discontinuance or material modification to the Services (or any part thereof); and/or
- in case of interference with use of our Application by others.

In the event of termination by you or us, your account will be disabled and you will not be granted access to your account or any information or content contained in your account. In the event the account has been terminated by us, you will not attempt to create another account for accessing and using the Application without the written consent of the Company.

The Agreement shall remain in full force and effect while you have an account with us. Even after termination of your account with us, certain provisions of the Agreement will remain in effect, including but not limited to, such as Intellectual Property Rights (Clause IX) and Indemnity (Clause XII). You agree that we will not be liable to you or any third party for taking any of these actions.

Notwithstanding the termination of the Agreement, you shall continue to be bound by the terms of the Agreement in respect of your prior use of this Application and all matters connected with, relating to or arising from such use.

VI. PROHIBITED USES:

You are prohibited from violating or attempting to violate any security features of our Application, including, without limitation:

- accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of our Application or any associated services, system or network, or to breach security or authentication measures without proper authorization;
- using any automated process or service (such as, by way of example only, any spider, robot, or automated searching or "scraping" tool) to monitor, access or copy any content from any Application;
- interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Application, overloading, initiating or facilitating any "denial of service" attack, "flooding," "spamming," "mail bombing," or "crashing";
- using our Application or servers to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
- forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using our Application; or
- attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company in providing the Application or our Services. Any violation of system or network security may subject you to civil and/or criminal liability, and will result in a loss of your ability to access and use the Application.

You must not use our Application in any way or take any action that causes, or may cause, damage to the Application or impairment of the performance, availability or accessibility of the Application. Further, you must not use our Application in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must ensure that all the information you supply to us through our Application, or in relation to our Application is true, accurate, current, complete and non-misleading.

VII. REPRESENTATIONS AND WARRANTIES:

As a precondition to your use of the Services, you represent and warrant that:

- The information you provide to the Company is accurate and complete. The Company is entitled, at all times, to verify the information that you have provided and to refuse the Services or use of the Application without providing any reasons whatsoever.
- You will only use our Services using authorized means. You are responsible to check and ensure you download the correct Application for your device. The Company shall not be liable if you do not have a compatible device or if you download the wrong version of the Application for your device. The Company reserves the right to terminate your use of our Services and the use of the Application should you use our Services or Application with an incompatible or unauthorized device.
- You specifically authorize us to use, store or otherwise process your data or information(in order to provide the Services to you.
- You will obey all applicable laws related to the matters set forth herein, and will be solely responsible for any violations of the same.

VIII. LIMITATION OF LIABILITY:

- The information, recommendations provided to you on or through the Application are for general information purposes only and do not constitute advice. The Company will take reasonable steps to keep the Application and its contents correct and up to date but does not guarantee that the contents of the Application are free of errors, defects, malware and viruses or that the Application are correct, up to date and accurate.
- The Company shall not be liable for any damages resulting from the use of, or inability to use, the Application, including damages caused by malware, viruses or any incorrectness or incompleteness of the information on the Application.
- The Company shall further not be liable for damages resulting from the use of, or the inability to use, electronic means of communication with the Application, including but not limited to, damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- We shall not be held liable for any failure or delay in performing the Services where such failure arises as a result of any act or omission, which is outside our reasonable control such as unprecedented circumstances, overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but

not limited to: war, riot, virus/cyber attack, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties (“**Force Majeure**”).

- We have taken all reasonable steps to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we shall not be held liable in the unlikely event of a breach in our secure computer servers or those of third parties other than as required under applicable law.

IX. INTELLECTUAL PROPERTY RIGHTS:

- The Company is the sole owner or lawful licensee of all the rights to the Application and its content. Application content means its design, layout, text, images, graphics, sound, video, etc. The Application content embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Application and its content shall remain with the Company.
- All rights, not otherwise claimed under this Agreement or in the Application, are hereby reserved. The information contained in this Application is intended solely to provide general information for the personal use of the reader who accepts full responsibility for its use.
- You may access the Application, avail of the features, facilities and Services for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Application content, features or facilities, directly or indirectly, without our prior written permission.

Copyright

- All content on this Application is the copyright of the Company except the third party content and link to third party website on our Application, if any.
- Systematic retrieval of the Company content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from the Company is prohibited.

- In addition, use of the content for any purpose not expressly permitted in the Agreement is prohibited and may invite legal action. As a condition of your access to and use of Services, you agree that you will not use the Application to infringe the intellectual property rights of others in any way. The Company reserves the right to terminate the account of a User upon any infringement of the rights of others in conjunction with use of the Service, or if the Company believes that User's conduct is harmful to the interests of the Company, its affiliates, or other Users, or for any other reason in the Company's sole discretion, with or without cause.

Trademarks

- Our logos and our other registered and unregistered trademarks are trademarks belonging to us. We give no permission for the use of these trademarks and such use may constitute an infringement of our rights.
- The third party registered and unregistered trademarks or service marks on our Application are the property of their respective owners and, unless stated otherwise in the provisions of the Agreement, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

This intellectual property rights clause will survive this Agreement and your use of the Services.

X. USER ACCOUNTS:

- The Company reserves the right to collect User data including name, contact information and other details to facilitate the Services or use of its platform to avail Services. All information collected from the User are on a bona fide basis. Misuse and misrepresentation of identity or contact details will lead to automatic termination of Services or the use of the platform, without prior notice to such Users.
- .In the case where the system is unable to establish unique identity of a User against a valid mobile number or e-mail ID, the account shall be indefinitely suspended. The Company reserves the full discretion to suspend a User's account in the above event and does not have the liability to share any account information whatsoever.

XI. LINKS TO THIRD PARTY SITES:

- Links to third party sites are provided by the Application as a convenience to Users and the Company does not have any control over such sites i.e., content and resources provided by them.

- The Company may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such third party's website. You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites. The Users acknowledge that the Company has no control over such third party's site, does not monitor such sites, and the Company shall not be responsible or liable to anyone for such third-party site, or any content, products or services made available on such a site.

XII. INDEMNITY:

The User shall defend, indemnify and hold, the Company, its affiliates, its licensors, and each of their officers, directors, other Users, employees, attorneys and agents, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with the:

- i. violation or breach of the Agreement or any applicable law or regulation, whether or not referenced herein;
- ii. violation of any rights of the Company or any third party, including without limitation any copyright, property, or privacy right.
- iii. use or misuse of the Application or our Services.

This indemnity clause will survive this Agreement and your use of the Services.

XIII. MISCELLANEOUS

- The information contained in the Application is for general information purposes only. The information is provided by the Company and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Application or the information, products, services or related graphics contained on the Application for any purpose. Any reliance you place on such information is, therefore, strictly at your own risk.
- In no event will we be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Application or Service.

- Every effort is made to keep the Application to run smoothly. However, the Company takes no responsibility for, and will not be liable for, the Application being unavailable due to technical issues beyond our control.
- The above-mentioned disclaimer, Terms and Conditions and the privacy policy constitute the entire agreement between the User and the Company with respect to access to and use of the Application and the Services offered by the Company, superseding any prior written or oral agreements in relation to the same subject matter herein.
- Interpretation, Severability and Waiver: Headings are for convenience sake only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by the Company in exercising any right hereunder will waive any further exercise of that right.
- Successors, Assignment and No Third-Party Beneficiaries: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without the Company's prior written consent. No third party shall have any rights hereunder.
- Notices: You consent to receive all communications including notices, agreements, disclosures, or other information from the Company electronically. We may provide all such communications by email or by posting them on our Website/Application. You may also contact us at the following address:
 - Name: Mr. [•]
 - e-mail address: [mpstatetransport@gmail.com]

XIV. JURISDICTION:

The Agreement shall be governed by the laws of India and the courts of [Noida] shall have the exclusive jurisdiction.

XV. GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Mr. [•]

e-mail address: [mpstatetransport@gmail.com]

XVI. CONTACT US

If you have any questions or concerns about these Terms and Conditions, the practices of this Website/Application, or your dealings with this Website/Application, please contact us at:

Name: Mr. [•]

e-mail address: [mpstatetransport@gmail.com]