

## TERMS AND CONDITIONS

Your access to and use of <http://pickme.lk/> is subject exclusively to these Terms and Conditions. These Terms and Conditions present the "General Conditions" applicable to the use of services offered by Pick Me, either through the site <http://pickme.lk/>, application software for mobile phone handset (app) or phone (in addition to the "Website" ). You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website and all software that belong to Digital Mobility Solutions Lanka(Pvt) Ltd.

### Advice

The contents of <http://pickme.lk/> website do not constitute advice and should not be relied on in making or refraining from making, any decision.

### Change of Use

<http://pickme.lk/> reserves the right to: change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that <http://pickme.lk/> shall not be liable to you for any such change or removal. The same applies to the changing of these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### Links to Third Party Websites

<http://pickme.lk/> Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### Copyright

All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to <http://pickme.lk/> or otherwise used by <http://pickme.lk/> as permitted by law.

In accessing the Website you agree that you will access the content solely for your personal, non-commercial use.

### Disclaimers and Limitation of Liability

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, <http://pickme.lk/> will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

<http://pickme.lk/> makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

## **1 - RELATIONSHIP DRIVER PASSENGER:**

a) <http://pickme.lk/> does not provide transportation services by taxi, serving only as an intermediary in order to optimize the scheduling service for the taxi. Thus, by accepting the provision of services by the TAXI DRIVER, the PASSENGER acknowledges that the <http://pickme.lk/> has no direct association with the TAXI DRIVER, it just facilitates contact between driver and passenger. The user acknowledges and agrees that <http://pickme.lk/> is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfillment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, does so at his total means and exclusive risk. <http://pickme.lk/> recommends that every transaction is done with good sense.

## **2. - FROM AVAILABILITY AND INCONSISTENCY IN THE SYSTEM:**

a) <http://pickme.lk/> does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.

b) You agree that <http://pickme.lk/> is also not responsible for any damages or losses caused to your computer as a result of using the Website.

c) <http://pickme.lk/> is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

### **3.- COMPENSATION FOR DAMAGES:**

a) User agrees to indemnify and hold harmless <http://pickme.lk/> and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and court costs for the damage they cause.

b) User agrees to indemnify and hold harmless <http://pickme.lk/> and its representatives from any Accidental Claims or suits though that occurs due to Driver's negligence or by fault of the Driver. Therefore Users agree to indemnify <http://pickme.lk/> and its representatives from any type of vicarious liability.

c) Users accept that <http://pickme.lk/> acts solely as a scheduling/matching service between its users and taxi drivers, and that it is not responsible for any issues that arise during the taxi ride, such as accidents, delays, or taxi discomfort.

### **4. OBLIGATIONS, LIABILITIES AND RISKS OF PASSENGERS.**

a) The PASSENGER certifies that he uses the service of their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the Website.

- The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by DRIVER, who can accept or deny the service when receiving a notification for a ride. PASSENGER may cancel the contract for any reason. Both recognize that <http://pickme.lk/> is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between passenger and driver, nor for any delay or failure in the delivery of services from the DRIVER.

- The information and risks of the service:

a) The PASSENGER acknowledges and declares that he/she understands and is aware of all the risks involved in the use of the Website and contracting services, pledging to reasonably take care as expected of someone who chooses a taxi to transport himself.

b) The PASSENGER acknowledges and agrees that <http://pickme.lk/> performs no DRIVER selection, simply registering on their website to participate does not vouch for its suitability, legally, physically or mental health to provide the Services. The PASSENGER acknowledges that the data provided from the TAXI DRIVER, such as: (i) vehicle model, (ii) plate of the vehicle, (iii) full name, (iv) profile picture, among others, were provided by the DRIVER or the TAXI COMPANY by themselves. By accepting the Services, the PASSENGER acknowledges that <http://pickme.lk/> has no involvement in the contractual relationship between driver and passenger.

## **6. GENERAL TERMS AND CONDITIONS**

### **6.1 BOOKING AND CANCELLATION CONDITIONS**

The User agrees that these terms and conditions shall be deemed to apply when the Users use <http://pickme.lk/>.

- a) <http://pickme.lk/> shall not be responsible or liable for any loss, damage or embarrassment suffered by the User in relation to or in respect of any instructions or operations effected by the User or purported to be effected by the User <http://pickme.lk/> however caused including but not limited to the User's non-compliance with the Services recorded voice instructions and <http://pickme.lk/> 's inability to provide the services for any reason, including and without limitation, as a result of malfunction, partial or total failure of any network terminal, data processing system, computer teletransmission or telecommunications system or other circumstances whether or not beyond the control of <http://pickme.lk/> or any person or any organization involved in the abovementioned systems.
- b) The User shall not hold <http://pickme.lk/> liable for any direct or indirect loss or damage which may be suffered by the User as a result of any failure by <http://pickme.lk/> or any fault of the Driver or any fault of the Taxi company to provide a taxi to the User within any stipulated time even if <http://pickme.lk/> or the Driver or the Taxi Company have agreed to so provide the taxi or even if the User has advised <http://pickme.lk/> or the ,Driver of the possibility that any such loss or damage would result if the taxi is not provided at all or within the stipulated time.
- c) The User undertakes with <http://pickme.lk/> and agrees to indemnify <http://pickme.lk/> from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnify basis) claims, demands, actions and proceedings which <http://pickme.lk/> may incur or sustain directly or indirectly from or by any reason of or in relation to the use or purposed use of <http://pickme.lk/>.and shall pay such sums on demand.

- d) The User can cancel the Hire within 5 Minutes of the driver accepting the trip, you won't be charged. However if the cancellation of booking is done after 5 Minutes or if the Cancellation made after Driver's arrival for the location requested, there will be a Cancellation Charge.
- e) If for any reason your driver takes too long to get to you then the cancellation charge will be waived. A cancellation fee will always apply if a trip is cancelled after it has begun.
- f) If you are not at the pickup location or your driver cannot get in touch with you, the cancellation fee will apply if the driver is at your pickup location and has waited for over 5 minutes. This means that the fee can still apply even when your driver is the one to cancel the trip.

## **6.2 PAYMENT CONDITIONS**

- a) The User shall pay the taxi fare (as displayed in the meter), parking charges, additional night surcharge (where applicable) by Cash.
- b) However if the user did not have sufficient amount to pay to the driver after the hire is completed <http://pickme.lk/> will be indemnified from and against and in respect of any or all liabilities, losses, charges and expenses occurred to the driver or Taxi Company.
- c) However if the user is paying through Credit card standard credit card rules will apply to same.

## **6.3 GENERAL TERMS AND CONDITIONS**

While technology helps ensure the speed, dependability, and safety of our rides, people matter most to the PickMe experience. And it's a two-way street between our Driver Partners and Passengers.

### ***PROFESSIONALISM & RESPECT***

PickMe maintains a zero-tolerance policy regarding all forms of discrimination, harassment or abuse.

## **Non-discrimination**

It is unacceptable to refuse to provide or accept services based on a person's race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable Sri Lankan law. This type of behavior can result in permanent loss of access to the PickMe platform.

## **No inappropriate behavior**

Passengers and drivers expect each other to act appropriately and respect boundaries. It is disrespectful to make derogatory remarks about a person or group. Furthermore, commenting on appearance, asking overly personal questions and making unwanted physical contact are all considered inappropriate behaviors. Anyone who solicits or engages in sexual conduct while using the PickMe platform may lose future access to PickMe. We encourage you to be mindful of other users' privacy and personal space. Violence of any kind will not be tolerated.

## **Human Kindness**

Calm and clear communication is the most effective way to defuse any disagreement that may arise between you and Driver. All Passengers and drivers expect to be treated with respect and courtesy by one another. This expectation extends to personal property as well. As a Passenger, it is your responsibility to treat your driver's vehicle with respect and not intentionally damage or remove their personal items from it. As a driver-partner, it is your responsibility to make every reasonable effort to return any lost items in your vehicle. It is best to treat a lost item respectfully. It is unacceptable to require additional payment to return an item; doing so could cause you to lose access to the PickMe platform.

## *SAFETY*

The safety of Passengers and drivers on the PickMe platform is of utmost concern. In order to best protect everyone in the vehicle, we require the following:

## **Compliance with the law**

Illegal substances and - unless explicitly allowed by law - open containers of alcohol are not permitted in drivers' vehicles. This is against the law and a serious violation of PickMe's policy. Furthermore, PickMe does not tolerate drug or alcohol use by drivers while using the PickMe app. If Passenger believes a driver may be under the influence of drugs or alcohol, please request that the driver end the trip immediately and inform PickMe. and also Driver has discretion to give transportation to a Passenger under the influence of drugs or alcohol.

PickMe prohibits human trafficking of any kind, including the commercial sexual exploitation of children, while using our app. Anyone who engages in such activity may lose access to PickMe.

As a driver, it is your responsibility to transport Passengers safely in accordance with the rules of the road in your city. Driving when you're drowsy can cause accidents. So if you ever feel tired, take a break. And remember that according to the experts "sleep is the only true preventative

measure against the risks of drowsy driving”. As a Passenger, it is your responsibility to abide by the seat belt laws in your state(When required).

## **Disabilities**

PickMe expects compliance with all Sri Lankan laws governing the transportation of riders with disabilities. However Driver has a sole discretion to refuse to give transportation to the Passenger with an animal.

## **Following the rules**

Violations of this Terms and could result in loss of your PickMe Account. Please report any violations to PickMe, we want to hear your feedback! Alert us and we'll take action!

## *EMERGENCIES*

If at any time you feel that you are faced with a situation that requires immediate emergency attention, please call the emergency service number in your area or call PickMe through SOS button. Once all parties are safe and the situation has been handled by the authorities, please then notify PickMe. We will assist and take appropriate action as needed, including cooperating with law enforcement

## **7.TERMINATION**

Most content and some of the features on the web site are made available to visitors free of charge. However, <http://pickme.lk/> reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. <http://pickme.lk/> also reserves the universal 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 <http://pickme.lk/> and/or other visitors to the web site. <http://pickme.lk/> reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.