

TERMS OF USE

This Terms of Use is entered into by and between Levo Innovations Pvt. Ltd. (hereinafter referred to as the “**Company**”) and the User

The Company and the User shall hereinafter be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”, as the context may require.

WHEREAS:

1. The Company is engaged in the business of providing the connecting platform for domestic air travellers within the territory of India (hereinafter referred to as “**Service**”) through its mobile application (hereinafter referred to as the “**App**”).
2. The User is any person who is using the App and includes any International User (*defined below*).
3. The Parties are desirous to enter into this Terms of Use.
4. In consideration of the mutual promises, covenants, undertakings and agreements between the Parties hereto, the Parties hereby enter into this Terms of Use on the terms and conditions contained herein.

1. DEFINITIONS AND INTERPRETATIONS AND OVERRIDING EFFECT

1.1. **Definitions:** The Parties to this Terms of Use hereby unconditionally agree that unless the context otherwise requires, the terms listed below when used in this Terms of Use shall have the meanings attached to them and these terms shall be interpreted accordingly. The terms listed below as used in this Terms of Use may be identified by the capitalization of the first letter of each principal word thereof. In addition to the terms defined below, certain other capitalized terms are defined elsewhere in this Terms of Use and whenever such terms are used in this Terms of Use they shall have their respective defined meanings, unless the context, expressly or by necessary implication, require otherwise:

1. “**Airline**” shall mean any Person that provides scheduled air transport services within the territory of India.
2. “**Airport Service Provider**” shall mean any person carrying out any commercial activity at or in the vicinity of any airport within the territory of India
3. “**App**” shall have the meaning ascribed to it in Recital B.
4. “**Applicable Law**” includes all applicable statutes, enactments, acts of state legislatures or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, statutory authority, tribunal, board, court or recognized stock exchange of any

jurisdiction around the world and includes international organisations like the Interpol and the United Nations.

5. “**Companion**” shall have the meaning ascribed to it in Clause 2.2.
6. “**Content**” means any information, whether private or public, that is shared on the App.
7. “**Dispute**” shall have the meaning ascribed to it in Clause 12.3 .
8. “**User**” shall have the meaning ascribed to it in Recital 2.
9. “**Event of Default**” shall have the meaning ascribed to it Clause 7.
10. “**Governmental Agency**” shall mean the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same and any local or other authority exercising powers conferred by Applicable Law and shall include the Airport Authority of India.
11. “**International User**” shall mean any User who is not a citizen of India.
12. “**Hotline Number**” is +919448372004
13. “**Indemnified Liabilities**” shall have the meaning ascribed to it in Clause 8.

14. “**Indemnified Parties**” shall have the meaning ascribed to it in Clause 8.
15. “**Offline Service**” shall have the meaning ascribed to it in Annexure A.
16. “**Offline User**” means the User of the Offline Service.
17. “**Offline User Intermediary**” shall have the meaning ascribed to it in Annexure A.
18. “**Person**” means and includes an individual, a sole proprietorship, an association, syndicate, a corporation, a firm, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company, a limited liability company or other entity or organization, body corporate, governmental authority, judicial authority, a natural person in his capacity as trustee, executor, administrator, or other legal representative and any other entity including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity.
19. “**Service**” shall have the meaning ascribed to it in Recital A and includes any Offline Service.
20. “**Third Party**” shall mean any Persons other than the Parties and the term “**Third Parties**” shall be construed accordingly.

1.2. **General Interpretation**

In this Terms of Use, except to the extent that the context otherwise requires:

1. References to a statute, ordinance or other Law shall be deemed to include any references to a statute, ordinance or other Law as amended, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set forth therein and shall include regulations and other instruments under such statute, ordinance or other Law;
2. References to Clauses, are reference to clauses in this Terms of Use unless the context requires otherwise and the recitals to this Terms of Use shall always be deemed to form part of this Terms of Use;
3. The headings are inserted for convenience only and shall not affect the construction of this Terms of Use;
4. The masculine gender includes the feminine gender and vice versa.

2. SCOPE OF SERVICES

- 2.1. The Company shall provide the Service through its App to the User.
- 2.2. For avoidance of doubt, it is hereby clarified that, at any specific instance, the engagement the Company with the User ends, in relation to that particular instance,

when the User gets connected to another User (hereinafter referred to as the “**Companion**”) using the Service.

- 2.3. The Company is not engaged in the business of making travel arrangement for monetary consideration for any Person, including but not limited to any User, in any manner whatsoever.
- 2.4. The Company does not own, possess and/or otherwise control in any manner whatsoever, any aircrafts that are used for any form of scheduled and/or unscheduled air transport service.
- 2.5. The Company does not have any relationship, control and/or otherwise control to any of the service providers at any airport, in any manner whatsoever.
- 2.6. The User understands, acknowledges and affirms that the Company does not have any control over the conduct of any other User.
- 2.7. The User understands, acknowledges and affirms that the Company has no connection in relation to relationships, (contractual and/or otherwise) that are entered into after the Service has been utilised by any Person.
- 2.8. The User understands, acknowledges and affirms that the Company does not incur any liability in relation to the deficiency of service rendered by any Airport Service Provider and/or any Airline.

- 2.9. The User understands, acknowledges and affirms that the Company does not have any control over any part of the Airport.
- 2.10. The User understands, acknowledges and affirms that the Company does not guarantee the compliance of Applicable Law by the other Users, including but not limited to the compliances necessary in relation to the International Users.
- 2.11. The User does not understands, acknowledges and affirms that the Company have any control in relation to all communication and interaction that is happening in the offline space inside the airport. For clarification of doubt, the Company bears no liability of any deficiency of service that is caused due to Governmental Agencies and/or the Airport Service Providers, be it for a security concern or otherwise.
- 2.12. The User understands, acknowledges and affirms that it shall be sole responsibility of the User to directly notify the airport authorities in case he notices any suspicious activity, as the Company has no control over the real time environment inside the airport in any manner whatsoever.
- 2.13. The User understands, acknowledges and affirms that maintaining the accuracy of all information shared by the other User on the App (including but not limited to the Companion) shall not be the responsibility of the Company
- 2.14. In instances of Offline User, the Clauses mentioned in Annexure A shall be additionally applicable in relation to such Offline User. For clarification of doubt, all

the rights, liabilities, duties, covenants, representations and warranties applicable to the Parties, in instances where Annexure A is applicable, shall not be alternative but cumulative vis-a-vis these Terms of Use and Annexure A. In cases of conflict the terms of Annexure A shall prevail.

3. RIGHTS OF THE COMPANY

- 3.1. The Company does not guarantee that the App, the Service, and/or any connected computer system/network/service connected thereto, will function on any particular hardware or devices. In addition, all the services envisaged under this Terms of Use rendered by the Company may be subject to malfunctions and delays inherent to the use of the Internet and electronic communications.
- 3.2. All the services envisaged under this Terms of Use provided by the Company are provided “as is” and “as available” basis.
- 3.3. Notwithstanding anything contained herein, the Company disclaims all implied covenants, representations and warranties.
- 3.4. Notwithstanding anything contained herein, it is expressly stated that the Company makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Service, or that the Service shall be uninterrupted or error-free.

- 3.5. If the Company decides to change this Terms of Use, the Company may notify such changes to the User through its App. However, the Company may only notify the User about those alterations that shall have a direct impact to his/her functionality, interaction and usage of the App.

4. EFFECTIVE DATE

The Effective Date of this Terms of Use shall be:

- 4.1. in instances of the Offline User, the moment the Hotline Number is dialled.
- 4.2. in all other instances, the date of installation of the App by the User.

5. COVENANTS, REPRESENTATIONS AND WARRANTIES

- 5.1. Each Party hereby warrants that he has the legal right, power and authority to enter into, deliver and perform this Terms of Use and any other documents executed by him in connection with or pursuant thereto.
- 5.2. The User extends to the Company in relation to the Content a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use and otherwise utilise.
- 5.3. Notwithstanding anything contained herein and or any connection that the Company may have with any arrangement and/or agreement that are entered pursuant thereto,

the User specifically represents and warrants that he is not prohibited, in any manner whatsoever, either directly and/or indirectly, to avail any of the services (including but not limited to then Service) that have been made available to him by the Company and/or any third party through this Terms of Use.;

- 5.4. Notwithstanding anything contained herein and or any connection that the Company may have with any arrangement and/or agreement that are entered pursuant thereto, the User covenants that he shall not make use of any of the services, including but not limited to the Service, been made available to him by the Company and/or any third party through this Terms of Use, for a purpose that is prohibited under Applicable Law.
- 5.5. The User covenants that he shall not upload viruses or other malicious code to the App and/or any other computer system connected thereto.
- 5.6. The User shall not solicit login information or access an account belonging to any Third Party.
- 5.7. The User shall not do anything that could disable, overburden, or impair the proper working or appearance of the App, the Services and/are any part thereof and/or services connected thereto, such as a denial of service attack or interference with page rendering or other aspects of operational functionality.

- 5.8. The User shall not facilitate and/or encourage any violations of this Terms of Use or any of the policies of the Company.
- 5.9. The User shall not provide any false personal information on App and/or any other computer system connected thereto, or creates an account for any Third Party other than himself/herself without permission of that Third Party as well as the Company, respectively.
- 5.10. The User shall not create more than one account for the App.
- 5.11. The User shall not create another account on the App after the Company disables his/her account, without the permission of the Company.
- 5.12. The User specifically covenants that the contact information of the User and always be accurate and up to date.
- 5.13. The User shall not share his password, let anyone else access his account, and/or do anything else that might jeopardize the security of his account with the App and/or any computer system connected thereto.
- 5.14. The User shall not make any attempts to interfere with or disrupt the App, the Service and/or any service/computer systems/networks connected thereto.

- 5.15. The User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the App and/or the computer systems connected thereto;
- 5.16. The User shall not copy, reproduce, alter, modify, and/or publicly display any information displayed on the App, or create derivative works from the App, to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of the Company or any other Third Party, except with the prior written consent of Company or the appropriate Third Party.
- 5.17. The User shall not take any action which is intended, or would reasonably be expected, to harm the Company or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the Company.
- 5.18. The User specifically covenants that he shall not use the App and/or the Service and/or any part thereof for any form of commercial use whatsoever, including but not limited to advertisements, multi-level marketing , etc. without the prior written permission of the Company.
- 5.19. The User specifically covenants that he shall not use the Service and/or any part thereof as a mean to fraudulently induce another User (included but not limited to his Companion) and/or any other Third Party to carry out act and/or omission.

6. COVENANTS, REPRESENTATIONS AND WARRANTIES BY THE INTERNATIONAL USER

- 6.1. The International User does have any Interpol notices (be it red, blue, green, yellow, black, orange, purple, Interpol- UNSC Special Notice) issued against his name.
- 6.2. The International User does not have any pending criminal proceeding under any Applicable Law
- 6.3. The International User has all the applicable authorisations (including but not limited to the visa for stay within the territory of India) under Applicable Law

7. EVENTS OF DEFAULT

Any User Account may be downgraded, temporarily disabled and/or terminated, if following events occur (hereinafter referred to as “**Events of Default**”):

- 7.1. User posts unauthorized commercial communications (such as spam) on the App.
- 7.2. User collects any Content, or otherwise accesses the App, using automated means (such as harvesting bots, robots, spiders, or scrapers) without the Company’s prior permission.
- 7.3. The User engages in unlawful multi-level marketing, such as a pyramid scheme, using the Service and/or the App.
- 7.4. The User bullies, intimidates, or harasses any other User.

- 7.5. The User posts content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- 7.6. The User uses the Service and/or the App to do anything unlawful, misleading, malicious, or discriminatory.
- 7.7. The User does anything that could disable, overburden, or impair the proper working or appearance of App and/or the Service, such as a denial of service attack or interference with page rendering or other application functionality.
- 7.8. The User facilitates or encourages any violations of this Terms of Use or any of the Company's policies.
- 7.9. The User creates an account for anyone else other than himself/herself without permission of that Person and/or the Company.
- 7.10. The User creates more than one account.
- 7.11. If the User creates another account on the App after the Company has disabled his/her account, without the Company's permission.
- 7.12. If the User is under the age of 18.

- 7.13. If the User is a convicted sex offender.
- 7.14. The User shares his/her password, lets anyone else access his/her account, and/or do anything else that might jeopardize the security of his/her account.
- 7.15. If the User selects a username or similar identifier for his/her account which the Company believes is inappropriate.
- 7.16. If the User uploads, posts, emails, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

8. INDEMNIFICATION

The User shall defend, protect, indemnify and hold harmless the Company and its directors, employees, agents, successors, and assigns (“**Indemnified Parties**”) from and against any and all claims in connection therewith (collectively, the “**Indemnified Liabilities**”), incurred by the Indemnified Parties as a result of, arising out of or relating to:

- 8.1. any misrepresentation by the User to the Indemnified Parties,
- 8.2. any misrepresentation of the User to any Third Party, with respect to the Indemnified Parties,

8.3. any Event of Default

8.4. all applicable taxes for which the User may be liable and

The right of indemnification under this Clause 8 is not prejudicial to any other rights of the Indemnified Parties under this Agreement, Applicable Law, and/or equity.

9. Monitoring

The Company shall have the right, but not the obligation, to monitor the content of Levo at all times, to determine compliance with this Agreement and any operating rules established by Levo , as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, The Company shall have the right to remove any material that Levo, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

10. LIMITATION OF LIABILITY

The aggregate liability of the Company under this Terms of Use with respect to any Transaction shall be limited to INR 1000 (Rupees One Thousand Only), which shall be interest free, and does not include any consequential damages.

11. Contacting Levo:

To contact, or to request the consent of, the Company for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to support@getlevo.com. Levo reserves the right to refuse any such requests in its sole discretion.

12. GOVERNING LAW AND ARBITRATION

12.1. This Terms of Use and its performance shall be governed by and construed in all respects in accordance with the Laws of the Republic of India.

12.2. Subject to Clause 11.3 below, this Terms of Use shall be subject to the jurisdiction of the courts in Bangalore, India.

12.3. Any action, dispute or difference arising under or relating to this Terms of Use (“**Dispute**”) shall at the first instance be resolved through good faith negotiations between the Parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a Party has delivered to the other Party a written request for such consultation. If the Parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of negotiations, the Dispute shall be referred to and finally and conclusively settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.

12.4. The seat of arbitration shall be Bangalore.

- 12.5. All proceedings, including issuance of an arbitration award, in any such arbitration, shall be conducted in English.
- 12.6. The arbitration shall be conducted by a sole arbitrator appointed by the Company in the following manner:
- 12.6.1. In case the Company initiates the arbitral proceeding, the notice of the commencement of the arbitration shall include the name of the arbitrator.
- 12.6.2. In case the User initiates the arbitral proceeding, the Company shall notify the User the name of the arbitrator within 14 days from the date receipt of the notice of commencement of arbitration.
- 12.7. The arbitral tribunal will have the power to grant any remedy or relief that they deem just and equitable, including but not limited to injunctive relief, whether interim and/or final.
- 12.8. The arbitration award shall be final and binding on the Parties, and may be enforced by any court of competent jurisdiction.
- 12.9. The Parties agree to bear their own costs of arbitration until such time that the arbitral tribunal does not pass an award deciding on the costs. The arbitrators may, (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).

12.10. When any dispute is under arbitration, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Terms of Use.

13. SURVIVAL

Clauses 8, 9, 10 and 14 and all the definitions associated thereto (whether under this Terms of Use, under Applicable Law, standard industry practices or otherwise) shall survive the termination of this Terms of Use and/or the engagement with the User.

14. ASSIGNABILITY

Except as provided in this Terms of Use, neither Party, shall be entitled to assign their rights and obligations under the Terms of Use to a Third Party without the prior written consent of the other Parties. The Parties shall execute such documents as may be necessary or desirable to give effect to such assignment.

15. CONFIDENTIALITY

15.1. It is hereby clarified that nothing contained herein shall affect the ability of the Company to make disclosure to any governmental authority or any other Person under the provisions of any Applicable Law, and/or the ability of the Company to make disclosures to its lenders, third party contractors and/other associated entities.

15.2. The User shall not attempt to replicate the business model and/or any proprietary information of the Company and/or otherwise attempt to reverse engineer the product which he may come to know by the virtue of his usage of the Service. Violation of this clause shall not only be construed as a breach of confidentiality of the User but also as a breach of trust by the User for the proprietary information entrusted to him by the Company.

16. **SEVERABILITY**

Any provision in this Terms of Use, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Terms of Use or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

17. **INDEPENDENT CONTRACTORS**

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Terms of Use will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship.

18. ENTIRE AGREEMENT

This Terms of Use and the Annexure attached thereto, along with the Privacy Policy, comprises the entire agreement of the Parties hereto with respect to the transactions envisaged herein as well as the inter-se rights and obligations of the Parties, superseding and replacing all prior negotiations, agreements, discussions, memoranda or heads of agreements. For clarification of doubt, it is expressly stated that the Recitals form an inherent part of this Terms of Use.

19. AMENDMENTS

19.1. The Company reserves the right to amend this Terms of Use and the Annexure attached thereto, along with the Privacy Policy, at any time.

19.2. The Company shall notify the changes to these Terms to the User through the App.

19.3. However, the Company shall only notify such changes to the User which shall have a direct impact to his/her functionality, interaction and usage of the Service.

ANNEXURE A

1. OFFLINE SERVICE

- 1.1. The User may avail the offline phone services of the representative of the Company (hereinafter referred to as “**Offline Service Intermediary**”) to allocate and finalise his seating arrangement in the aircraft (hereinafter referred to as the “**Offline Service**”).

2. OBLIGATIONS AND DECLARATIONS OF THE OFFLINE USER

- 2.1. The Offline User understands, affirms and acknowledges that he appoints the Offline User Intermediary as an agent to fulfil all actions that the Offline User instructs him to do. For clarification of doubt, it is hereby stated that the Company has no connection in any manner whatsoever in relation to this contract of agency between the Offline User and the Offline User Intermediary. Any claims, in relation to any form of deficiency of service shall lie solely on the Offline User Intermediary and not the Company.
- 2.2. The Offline User understands, affirms and acknowledges that the Company bears no responsibility for the conduct of the Offline User Intermediary.
- 2.3. The Offline User fully authorises the Offline User Intermediary to allocate his seat in the aircraft he is travelling in and carry out all functions that are deemed necessary to carry out the obligations of the Offline User Intermediary.

3. REPRESENTATIONS AND WARRANTIES OF THE OFFLINE USER

- 3.1. The Offline User specifically represents and warrants that he is competent to authorise the Offline User Intermediary to book seats on his behalf all functions that are deemed necessary to carry out the obligations of the Offline User Intermediary.
- 3.2. The Offline User specifically represents and warrants that he shall not use the Offline Service for any purpose that is prohibited, either expressly and/or impliedly, under Applicable Law.
- 3.3. The Offline User specifically represents and warrants that he shall not use the Hotline Number, directly and/or indirectly, in any manner whatsoever, for any other purpose but for utilisation of the Service.

4. RIGHTS OF THE COMPANY

The Company reserves the right to restrict any Offline User for accessing the Offline Service, for any reason whatsoever.

5. MISCELLANEOUS

The Clauses of the Terms of Use that are applicable to direct Users of the App shall be applicable *mutatis mutandis* to the Offline User. In cases of conflict the Clauses of this Annexure A shall prevail.