## **GENERAL CONTRACT**

This agreement is made at vasai on this Tuesday of 08/10/2019 between ILIFE is an proprietor firm duly registered under provisions of company incorporated under the provisions of Companies Act, 1956 having his/her/its address/registered office at

Gala no 104, Gandhi Estate, NH8, Near Brumashell Petrol Pump, Vasai Highway Vasai (East), District Palghar - 401208. Maharashtra India.

(acting through Mr. Pradeep Mody, duly authorized to enter in to present agreement by / board of directors) (hereinafter referred to as "the VELWAY/ILIFE" their aim is to build a platform for second party that is "CUSTOMERS" and also to generate employment for third party that is "VELWAY PARTNERS" to give services through mobile application name as VELWAY, (VELWAY Mobile Application is built for only.

customers to derived benefits/services from **VELWAY PARTNERS**) which expression shall mean and include his/her/its successors in title, administrators and assigns)of the First Party. And

**CUSTOMERS**, duly authorized by to enter in to present agreement (herein after referred to as "the Firm") of Second Party. The parties above refer are individually known as "Customers" as the case may be and collectively referred to as "the parties";

AND

'VELWAY PARTNERS' is another mobile application is only for Garage, Workshop, which will provide services such as tyre puncture, any spare parts related to Vehicles such LMV(Light Motor Vehicle), HMV(Heavy Motor Vehicle) are the workshops which will give service to the second party that is Customers, which expression shall mean and include his/her/its successors in title, administrators and assigns) of the Third Party.

## 1. Terms of Services:

- a) This document is an electronic record in terms of Information Technology Act, 2000 ("IT Act, 2000"), the applicable rules there under and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a mobile system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access to or usage of **VELWAY.**
- b) For the purpose of the Terms of Use (hereinafter referred to as "ToU"), wherever the context so requires, 'CUSTOMERS' and VELWAY

  PARTNERS' shall relate to any natural or legal person who has agreed to become a workshop on the Platform by providing registration data while registering on the Platform using mobile systems. The word 'Customer' shall collectively imply on workshop,(i.e.VELWAY PARTNERS') a customer, and any visitor on the Platform and the terms 'we', 'us' and 'our' shall mean VELWAY.
- c) 'VELWAY PARTNERS' is another mobile application is only for Garage, Workshop, which will provide services such as tyre puncture, any spare parts related to Vehicles such LMV(Light Motor Vehicle), HMV(Heavy Motor Vehicle) use of the Platform and the features therein is governed by the following terms and conditions (Terms of Usage i.e TOU) including applicable policies available on the Platform, notifications and communications sent to 'CUSTOMERS' on the Platform which are incorporated herein by way of reference.

If 'CUSTOMERS' transact on the Platform, 'CUSTOMERS' shall be subject to the policies that are applicable to the Platform for such a transaction. By mere use of the Platform 'CUSTOMERS' shall be contracting with VELWAY, and these terms and conditions including the policies constitute 'VELWAY PARTNERS' binding obligations to VELWAY.

- d) When **CUSTOMERS** use any current or future services provided by **VELWAY** through the Platform **CUSTOMERS** will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the ToU and considered a part and parcel of the ToU. WE (**VELWAY/ILIFE**) reserve the right, at our sole discretion, to change, modify, add, or remove portions of the ToU at any time. We will notify **CUSTOMERS** through any of the Notification as mentioned in this ToU in case of any changes or updates to the ToU that materially impact your use of the Platform. Your continued use of the Platform following the changes or updates will mean that you accept and agree to the revisions. As long as you comply with the ToU, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Platform.
- e) We don't take any charges from Customers, using our application is free of cost as well as social cause to Customers on day to day basis which will provide benefits from VELWAY PARTNERS by providing the abovesaid services.
- f) We have a full right to take action on the basis of grievances from both sides such as CUSTOMERS as well as VELWAY PARTNERS, it's a duty to maintain good behaviour with each other, both of them have to provide feedback from both sides
- g) We have a right to deduct from 25 points from VELWAY PARTNER e-Wallets from each leads, which is given by ILife.

- h) We are not responsible for any act of God or Forcemajure take place.
- i) We are not responsible, if any criminal activities arise or occur while using the platform or services through VELWAY MOBILE APP as well as VELWAY PARTNERS MOBILE APP.
- j) We will not give any sort of cash to VELWAY PARTNERS by using their e-Wallets.
- k) WE have given options to VELWAY PARTNERS to recharge on their app through bank .
- I) VELWAY PARTNERS have their own responsibility to comply with all government rules and regulations, We are not responsible if VELWAY PARTNERS have not compliance with government's norms and regulations.
- m) We provide free Service to CUSTOMER so the CUSTOMERS have no right to harass the COMPANY, as we do not interfere in the Services provided by the VELWAY PARTNERS and the amount decided by the CUSTOMERS and VELWAY PARTNERS.
- n) We can take the feedback through e-mails so we can suspend or terminate the VELWAY PARTNERS Account through Customers Feedback. As well as vice versa we can terminate the account of the customers from the feedback of the VELWAY PARTNERS.
- o) We will give benefits to VELWAY PARTNERS through referral code as well as Customers ratings, We will give more benefits to VELWAY PARTNERS, who have high Customers Ratings.
- p) Fake Customers ratings will not be tolerate by this Company. Company can suspend accounts anytime and also have reserve fully rights with company to take an action against defaming or misusing the Company reputations.
- q) VELWAY PARTNERS should provide GST Certificate, Shop and Establishment Certificate as well as Fire NOC while registering the Account with VELWAY PARTNERS.

- r) If any case or dispute arise then the matter will be settled through Arbitration and Conciliation Act 1996, as well as jurisdiction will be in Mumbai.
- s) If any VELWAY PARTNERS send their mechanic to solve the issue of CUSTOMERS, The Mechanic Liability will be soley on VELWAY PARTNERS. We as a Private Company don't take the responsibility of mechanic if any criminal activities arise with Customers.
- t) Its the duty of VELWAY PARTNERS to take police verification of the Mechanic which they hire, as well as the Mechanic should not be intoxicate with Liquor or Drugs during working hours. If VELWAY PARTNERS mechanic is not present then they can turn off the app on that day, so that no miscommunication arise between Company and VELWAY PARTNERS.