

TERMS AND CONDITIONS

(For Bike Riders)

This document qualifies as an electronic record under the Information Technology Act, 2000, along with relevant rules and provisions pertaining to electronic records in various statutes, as amended by the same Act.

Electronic Record Compliance under the Information Technology Act, 2000

Artio is, a technology-based transportation service, facilitates on-demand two-wheeler rides (“Transportation Services”) and package pick-up/drop-off services through Rider (“Package Services”). These services, collectively referred to as “Services,” are offered via the Artio website and mobile app (“Platform”). By signing up, Riders agree to the terms and conditions governing their provision of Services.

1. General Covenants:

a. By accessing the Platform to provide Services, you agree to the following:

- i. Confirm that you are 18 years old for registration.
- ii. Ensure compliance with legal authorities.
- iii. Provide Services according to these T&Cs and applicable laws.
- iv. Authorize Artio to verify your identity and collect information.
- v. Provide accurate and complete Information.
- vi. Acknowledge the legally binding obligations in these T&Cs

2. Platform Registration and Operation:

- a. To provide Services on the Platform, you must meet eligibility criteria, submit requested documents, and comply with Artio’s policies. Specifically, you represent, warrant, and commit to Artio that:
 - i. You possess a minimum of 2 years of driving experience.
 - ii. There are no pending legal proceedings or convictions related to alcohol/drug use or Any offense recognized under the Code of Criminal Procedure, 1973, including fraud, sexual offenses, or using a motor vehicle to commit a cognizable offense against you in the past 3 years.
 - iii. You have resolved any applicable vehicle Challan’s before integrating with the Platform.
- b. Register and create an account on the Platform by providing accurate information during the registration process.
- c. We may request additional information or documents to verify your identity, including confirmation of your email address or financial instruments.
- d. Failure to provide this information may result in termination, suspension, or limited access to the Platform.
- e. Safeguard your credentials (username, password, etc.) provided during registration. The Company is not liable for losses due to unauthorized account use.
- f. Take responsibility for all activities related to Your Account and establish security procedures to protect your information.
- g. **security and Account Usage:**
 - i. Promptly notify us if you suspect unauthorized access to your login credentials.
 - ii. Artio is not liable for security breaches or unauthorized account use.

- h. Service Requests and Prohibited Actions:**
 - i. We handle customer booking requests and forward them to you via the Platform.
 - ii. Riders must not accept rides through street hailing or other unauthorized means.
 - iii. The Company may introduce different modes of Service Requests.
 - iv. For Package Services, Riders must not tamper with parcels beyond permitted actions.
- i. Monitoring and Communication:**
 - i. Calls made to Passengers may be monitored for training and service improvement.
 - ii. Artio may communicate with you through various channels.
- j. App Download Responsibility:**
 - i. Ensure you download the correct and compatible version of the Artio mobile app.
- k. Communication Channels:**
 - i. Artio may contact you electronically (e.g., push notifications) or through other modes.

3. Your Behavior:

- a. Riders must accept customer Service Requests unless absolutely necessary or under exceptional circumstances. Repeated denials may result in account suspension or permanent deactivation.
- b. The Riders must avoid actions that could harm the Company's reputation and comply with Indian laws.
- c. Key points related to the Rider's responsibilities in relation to the Platform:

Account Usage:

- i. Do not authorize others to use your account or vehicle on the Platform.
- ii. Do not transfer your account to anyone else.

Lawful Use:

- i. Use the Platform only for lawful purposes; avoid storing or sending unlawful material.
- ii. Do not cause nuisance or annoyance to Passengers or Artio.

Zero Tolerance for Substance Use:

- i. Do not consume alcohol or drugs during service provision.
- ii. Artio strictly prohibits substance use by Riders.
- iii. Passengers can report such behavior, leading to suspension or termination.

Platform Integrity:

- i. Do not impair Platform operation.
- ii. Avoid using malicious software or tools.
- iii. Do not overload the Platform infrastructure.
- iv. Do not harm the Platform intentionally.

Content and Device Usage:

- i. Do not copy or distribute Platform content without permission.
- ii. Use authorized devices for accessing the Platform

Content Restrictions:

- i. Do not upload, display, or transmit information that belongs to others or violates their rights.
- ii. Avoid harmful, offensive, or unlawful content, including material promoting enmity between different groups.
- iii. Respect patents, trademarks, copyrights, and other proprietary rights.
- iv. Ensure content does not harm minors.
- v. Refrain from commercial solicitation.

Accuracy and Misinformation:

- i. Do not deceive or mislead recipients about message origin.
- ii. Avoid spreading false or misleading information.
- iii. Comply with fact-checking guidelines.

Impersonation and Malware:

- i. Do not impersonate others.
- ii. Avoid sharing software viruses or harmful code.

National Security and Unity:

- i. Content must not threaten national unity, security, or sovereignty.
- ii. Avoid incitement to offenses or insulting other nations.

Verified Online Games:

- i. Only engage in permissible online games.

Lawful Behavior:

- i. Comply with all applicable laws.
- d. Termination for Non-Compliance:
 - i. Artio reserves the right to terminate your Platform use if you violate the rules outlined in above Clauses.
- e. Operating Hours and Breaks:
 - i. You can operate on the Platform for a maximum of 8 hours per calendar day.
 - ii. Take a mandatory 8 hour break before logging in again to offer services.
- f. Verification and Training:
 - i. Consent to provide identity documents for police verification and background checks.
 - ii. Complete a mandatory induction training program before on boarding.
 - iii. Be open to additional training programs as required by law or Artio.
- g. Medical Examination:
 - i. Undergo a complete medical examination, including an eye check-up.
 - ii. The Company covers the cost of this medical check-up.
- h. Spot Checks:
 - i. Artio personnel may conduct spot checks on bikes to ensure compliance with terms and applicable laws.

4. Recharge plan:

- a. Artio offers personalized recharge plans for riders based on geographical locations, including cities, towns, and villages, subject to applicable taxes.
- b. Additionally, Artio collect additional platform fees + Commission (Voice service/Live tracking services) from Riders if applicable.

5. The payment terms:

- a. Riders authorize the Company to collect service fees (Fare) from Passengers.
- b. Artio is adjusted collecting the convenience fee from Passengers against amounts settled with Riders.
- c. Passengers pay a convenience fee for using the Platform.

6. Assurances, Guarantees, and Commitments.

- a. The Riders and the Company assert that they have the authority to fulfill the obligations in this agreement, without violating any existing laws or court orders, and without any prior convictions for crimes involving moral turpitude.
- b. The Rider possesses the necessary authorization or assignment to operate the Vehicle, and there are no limitations on Vehicle use that would impede their ability to provide Services or use the Platform.
- c. The Riders holds all necessary rights, licenses/renewed licenses, Pollution certificate, Vehicle Insurance, NOC/Maintenance certificate and permits required by applicable laws to perform the Service in accordance with these T&Cs.

- d. The Riders adheres to the Motor Vehicles Act, 1988 (“MV Act”), Food Safety and Standards Act 2006, and all other relevant laws, including rules, regulations, and orders, applicable to Bike drivers providing Services.
- e. Upon on boarding, the Riders must have no convictions in the past 3 years related to alcohol-related driving offences or other cognizable crimes under the Code of Criminal Procedure, 1973, or the Indian Penal Code, 1860 (as applicable), including fraud, sexual offences, motor vehicle-related crimes, property damage, theft, violence, or acts of terror.
- f. The Riders must drive safely, adhere to traffic regulations and laws, avoid intoxicants, maintain valid driving documents, and limit personal calls to emergencies while ensuring safety for the Vehicle and passengers.
- g. They will deliver services courteously and professionally, meeting the reasonable expectations of a service provider, adhere to dress, appearance, and hygiene standards expected of a service provider while performing the Services.
- h. Obligations and Standards:
 - i. Perform obligations promptly with reasonable care and skill.
 - ii. Adhere to standards of diligence, quality, and integrity expected of an experienced service provider.
 - iii. Service Specifications:
 - iv. Provide services according to prescribed specifications set by the Company.
- i. Standard Operating Procedures (SOPs):
 - i. Follow SOPs and policies provided by the Company.
- j. Prohibited Actions:
 - i. Do not carry weapons, firearms, explosives, or dangerous substances.
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- m. Reporting and Earnings:
 - i. Report illegal or prohibited items promptly.
 - ii. Total earnings should not exceed Rs.2, 000,000/- annually (unregistered GST service provider).

7. The Interplay Between the Company and Riders Includes Confidentiality:

- a. The Rider operates as an independent contractor.
- b. The Company and the Riders are separate legal entities.
- c. No partnership, joint venture, or employment relationship exists.
- d. The Riders cannot bind the Company through contracts.
- e. Collection of Riders Information & usage Rights:
 - i. Artio collects information during Riders onboarding and periodically to verify their identity, KYC documents, vehicle registration certificates, and more
 - ii. Artio reserves the right to process and use Riders Information for various purposes, including business needs, marketing, and analytics.
- f. Consent: Riders expressly consent to this data collection and use.

- g. Third-Party Sharing: Subject to legal requirements, Artio may share Riders Information with third parties, government agencies, or judicial bodies.
- h. Privacy Policy: Riders are encouraged to read Artios's Privacy Policy for details on information handling.
- i. Rider's Confidentiality Obligations:
 - i. The Riders must keep all data, including Passengers details, market information, work products, and Platform contents, confidential.
 - ii. Selling or sharing this information with third parties is prohibited.
 - iii. The data of Passengers exclusively belongs to the Company.
 - iv. Riders can only use it for providing services as permitted by the Company.
- j. Definition of Confidential Information:
 - i. Non-public information disclosed by us or our affiliates is considered confidential.
 - ii. This includes details about Services, technology, business plans, and discussions.
 - iii. Third-party information must also be kept confidential.

8. Indemnity:

- b. The Riders agrees to protect, defend, and absolve the Company, its affiliates, licensees, officers, directors, agents, and employees from any claims, liabilities, losses, or expenses arising due to inaccuracies, breaches, or failures in fulfilling obligations under the Terms and Conditions or applicable laws related to service performance.
- c. Artio can take control of any matter you need to indemnify, including settlement rights, at your expense. You agree to cooperate. Artio will notify you of third-party claims subject to indemnification. The Riders may engage separate counsel, subject to Artio's control.

9. Intellectual Property Rights:

- a. Ownership and Intellectual Property Rights:
 - i. The Company exclusively owns and holds the rights to the Platform and its digital content, including design, layout, text, images, graphics, sounds, and videos.
 - ii. These materials are protected by worldwide copyright and other laws.
 - iii. Third-party content and links on the Platform are exceptions.
 - iv. "Intellectual Property Rights" cover patents, copyrights, trademarks, trade secrets, and industrial design rights.
- b. Reserved Rights:
 - i. Any rights not explicitly granted by the Company are reserved.
 - ii. The Platform provides general information for personal use, and readers assume responsibility for their use.
- c. Accuracy and Endorsement:
 - i. The Company does not guarantee the accuracy or reliability of information or advertisements on the Platform.
 - ii. Quality of products and materials obtained through the Platform is not endorsed.
- d. Trademark Protection:
 - i. Icons and logos associated with the Company are registered trademarks and are protected by copyrights and other proprietary rights.
 - ii. Unauthorized copying or modification of these marks is prohibited.
- e. Limited License:
 - i. Riders receive a limited, non-transferable license to download and install the Platform for personal use on a single mobile device.
- f. Riders Data and Intellectual Property Rights:

- i. Between Artio and you, the Riders retains ownership of Information, Other Information (input by the Customer), and associated Intellectual Property Rights.
 - ii. Artio has limited licenses to use Riders Information for Platform operation and Aggregated Statistics.
 - iii. Riders is responsible for accuracy, quality, and legality of Passengers Information.
- g. Aggregated Statistics:
 - i. Artio monitors Platform use and compiles Aggregated Statistics (anonymous data).
 - ii. Artio owns Intellectual Property Rights in Aggregated Statistics.
 - iii. Riders agrees to public availability of Aggregated Statistics.
- h. Usage Restrictions:
 - i. Riders must not commercially exploit the Platform or create derivative works.
 - ii. Reverse engineering or unauthorized access is prohibited.

10. Notification & Communication:

By using Artio app, you agree that we may communicate with you electronically (such as push notifications), via phone calls, WhatsApp, email, or other methods. Electronic communications are considered received within 24 hours. If you're a registered Rider, we may contact you through phone numbers or email addresses you've shared. Artio is not responsible for communication delays or distortions.

11. Disclaimer:

- a. Platform Disclaimer:
 - i. The Company does not guarantee the reliability, timeliness, quality, suitability, or accuracy of services provided by Artio and/or the Platform.
 - ii. No assurance is given that the Platform will operate securely, without interruptions, or error-free.
 - iii. The Platform is provided "as is"
- b. Exclusion of Warranties:
 - i. All conditions, representations, and warranties (express, implied, or statutory) are disclaimed to the maximum extent.
 - ii. This includes warranties of merchantability, fitness for a purpose, and non-infringement.
- c. Riders Responsibility:
 - i. Riders acknowledge that using the Platform carries inherent risks.
 - ii. The entire risk lies with the user, and they have no recourse against the Company.
- d. Internet and Technical Issues:
 - i. The Platform may face limitations, delays, and problems due to internet and electronic communication issues.
 - ii. Factors include server failures, software bugs, system overload, and external causes beyond Artio's control.

12. Limitation of Liability:

- a. Artio is not liable for indirect, punitive, incidental, special, or consequential damages. This applies regardless of the legal basis (contract, tort, negligence, etc.).
- b. Maximum Liability Amount:
- c. Artio's aggregate maximum liability amount under these Terms or related services will not exceed INR 999/-

13. Term And Termination:

- a. The Company has the right to terminate these T&Cs at any time and with immediate effect, solely at its discretion (by disabling the Rider's registration and use of the Platform) for any of the following reasons:
 - i. Violation or breach of any term in these T&Cs
 - ii. Misuse of the Platform, as determined by the Company
 - iii. Non-compliance with applicable laws
 - iv. Failure to verify or authenticate Riders Information
 - v. Actions or omissions by the Rider that could cause legal or contractual liability for Artio's, including fraud, Passengers complaints, unsatisfactory reviews, misconduct, negligence, or other prohibited actions under the law.
- b. In cases where the continuation of a Rider's services is deemed harmful to Artio's business interests, the following acts by Riders are considered problematic:
 - i. Misbehaviour or rude conduct towards Artio staff, customers, or other associated individuals.
 - ii. Engaging in criminal offenses, including physical assault or threats against Artio staff, associated persons, or customers.
 - iii. Concealing material information during contract negotiations with Artio.
 - iv. Poor or irregular performance, failing to adhere to Artio's terms and conditions or other relevant policies.
 - v. Providing services while under the influence of alcohol or drugs (with zero tolerance for substance use by any Rider).
 - vi. Committing fraud, misappropriation, or acts contrary to Artio's interests.
 - vii. Negligence causing damage to Artio's assets or personnel.
 - viii. Spreading detrimental content through digital media or social networking sites.
 - ix. Unauthorized disclosure of Artio's confidential information.
 - x. Misusing assets provided by Artio.
 - xi. Absconding with Artio's assets or valuables for more than 3 hours.
 - xii. Violating rules and guidelines set by Artio for service quality.
 - xiii. Engaging in unbecoming behavior as a Rider.
 - xiv. A negative background check, whether wholly or partially, during the term of these terms and conditions.
- c. Either Artio or the Rider can terminate these terms and conditions within 7 working days' written/Voice communication notice. If there's suspicion of fraudulent activity or violations, Artio may legally prosecute the Rider immediately. Upon termination:
 - i. The Rider stops accessing the Platform and offering services.
 - ii. Artio settles outstanding dues (deducting any owed amounts).
 - iii. The Rider returns Artio's property and confidential information.
 - iv. The Rider ceases any association with Artio's."

14. Governing Law:

- a. These Terms are governed by the laws of the Republic of India.

15. Jurisdiction:

- a. The parties submit to the exclusive jurisdiction of the courts in Andhra Pradesh, India.

16. Amicable Settlement and Arbitration:

- a. Disputes related to these Terms will be settled amicably.
- b. If no settlement is reached within 30 days, arbitration under the Arbitration and Conciliation Act will occur.

17. Arbitration Process:

- a. An arbitral tribunal (with one arbitrator) appointed by both parties will conduct the proceedings.
- b. The arbitration will be conducted in English, with Andhra Pradesh as the seat.

18. Finality of Award:

- a. The arbitral tribunal's decision will be binding and final.

19. Task/Assignment:

- a. Approval from the Company is required for assigning your rights under these Terms

20. Amendment:

- a. Artio reserves the right to amend these terms and conditions at its discretion. While Artio will make efforts to inform you of material changes, it's your responsibility to review the T&Cs periodically. Updated T&Cs supersede the current version upon posting, and using the Platform implies acceptance of these changes

21. Severability Clause:

- a. If any provision or part of these Terms is deemed invalid, unenforceable, or prohibited by Indian law:
 - i. That provision will be removed from the Terms.
 - ii. The remaining Terms will remain valid and binding as if the removed provision never existed.

22. Insurance:

- a. At its discretion, the Company may provide insurance coverage for Riders against accidents during service provision via the Platform. The Company retains the right to recover any insurance payments from the Rider

23. Cookies and Data Collection:

- a. Other websites may send their own cookies to Passengers and collect data.
- b. Check the terms of use and privacy policies on those websites before using them.

24. Indemnification:

- a. You must defend, indemnify, and hold harmless the Company, its affiliates, licensees, officers, directors, agents, and employees.
- b. This applies to claims, losses, liabilities, damages, expenses, and costs resulting from your breach of these Terms.
- c. Examples include misuse of the Platform or Services and third-party claims related to your use.

25. Company's Defense Rights:

- a. Artio reserves the right to exclusively defend and control any matter requiring your indemnification.
- b. You agree to cooperate with Artio in such defense and settlement efforts.
- c. Artio will notify you of relevant third-party claims (eg: Insurance., etc) subject to indemnification.

26. Modifications to These Terms:

- a. Artio reserves the right to modify these Terms periodically.
- b. If any material changes occur, Artio will make reasonable efforts to notify you.

- c. However, it remains your responsibility to review the posted Terms on the Platform.
- d. The updated version of the Terms supersedes the current version.
- e. Upon posting, the updated Terms take immediate effect.
- f. Continued use of the Platform implies acceptance of the modified Terms.

27. Notices & Grievance Address:

- a. The Company can provide notice through general announcements on the Platform, email to your registered address, or written communication sent by regular mail/SMS/Whatsapp. Riders should send notices to technicalcare@artiotransportservices.com.
- b. Grievance Address:
 - i. Contact Artio for any complaints, disputes, or grievances.
 - ii. Grievance Officer: Sreedhar V
 - iii. email: technicalcare@artiotransportservices.com
 - iv. Address: Jains Spring Meadows, Flat - SC, Block -5, Navalur Road, Thalambur, Chennai- 600130. India

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 - vi. Selling or sharing this information with third parties is prohibited.
 - vii. The data of Passengers exclusively belongs to the Company.
 - viii. Riders can only use it for providing services as permitted by the Company.
- j. Definition of Confidential Information:
 - i. Non-public information disclosed by us or our affiliates is considered confidential.
 - ii. This includes details about Services, technology, business plans, and discussions.
 - iii. Third-party information must also be kept confidential.

29. Indemnity:

- d. The Riders agrees to protect, defend, and absolve the Company, its affiliates, licensees, officers, directors, agents, and employees from any claims, liabilities, losses, or expenses arising due to inaccuracies, breaches, or failures in fulfilling obligations under the Terms and Conditions or applicable laws related to service performance.
- e. Artio can take control of any matter you need to indemnify, including settlement rights, at your expense. You agree to cooperate. Artio will notify you of third-party claims subject to indemnification. The Riders may engage separate counsel, subject to Artio's control.

30. Intellectual Property Rights:

- a. Ownership and Intellectual Property Rights:
 - i. The Company exclusively owns and holds the rights to the Platform and its digital content, including design, layout, text, images, graphics, sounds, and videos.
 - ii. These materials are protected by worldwide copyright and other laws.
 - iii. Third-party content and links on the Platform are exceptions.
 - iv. "Intellectual Property Rights" cover patents, copyrights, trademarks, trade secrets, and industrial design rights.
- b. Reserved Rights:
 - i. Any rights not explicitly granted by the Company are reserved.
 - ii. The Platform provides general information for personal use, and readers assume responsibility for their use.
- c. Accuracy and Endorsement:
 - i. The Company does not guarantee the accuracy or reliability of information or advertisements on the Platform.
 - ii. Quality of products and materials obtained through the Platform is not endorsed.
- d. Trademark Protection:

- i. Icons and logos associated with the Company are registered trademarks and are protected by copyrights and other proprietary rights.
 - ii. Unauthorized copying or modification of these marks is prohibited.
- e. Limited License:
 - i. Riders receive a limited, non-transferable license to download and install the Platform for personal use on a single mobile device.
- f. Riders Data and Intellectual Property Rights:
 - i. Between Artio and you, the Riders retains ownership of Information, Other Information (input by the Customer), and associated Intellectual Property Rights.
 - ii. Artio has limited licenses to use Riders Information for Platform operation and Aggregated Statistics.
 - iii. Riders is responsible for accuracy, quality, and legality of Passengers Information.
- g. Aggregated Statistics:
 - i. Artio monitors Platform use and compiles Aggregated Statistics (anonymous data).
 - ii. Artio owns Intellectual Property Rights in Aggregated Statistics.
 - iii. Riders agrees to public availability of Aggregated Statistics.
- h. Usage Restrictions:
 - i. Riders must not commercially exploit the Platform or create derivative works.
 - ii. Reverse engineering or unauthorized access is prohibited.

31. Notification & Communication:

By using Artio app, you agree that we may communicate with you electronically (such as push notifications), via phone calls, WhatsApp, email, or other methods. Electronic communications are considered received within 24 hours. If you're a registered Rider, we may contact you through phone numbers or email addresses you've shared. Artio is not responsible for communication delays or distortions.

32. Disclaimer:

- a. Platform Disclaimer:
 - i. The Company does not guarantee the reliability, timeliness, quality, suitability, or accuracy of services provided by Artio and/or the Platform.
 - ii. No assurance is given that the Platform will operate securely, without interruptions, or error-free.
 - iii. The Platform is provided "as is"
- b. Exclusion of Warranties:
 - i. All conditions, representations, and warranties (express, implied, or statutory) are disclaimed to the maximum extent.
 - ii. This includes warranties of merchantability, fitness for a purpose, and non-infringement.
- c. Riders Responsibility:
 - i. Riders acknowledge that using the Platform carries inherent risks.
 - ii. The entire risk lies with the user, and they have no recourse against the Company.
- d. Internet and Technical Issues:
 - i. The Platform may face limitations, delays, and problems due to internet and electronic communication issues.
 - ii. Factors include server failures, software bugs, system overload, and external causes beyond Artio's control.

33. Limitation of Liability:

- a. Artio is not liable for indirect, punitive, incidental, special, or consequential damages. This applies regardless of the legal basis (contract, tort, negligence, etc.).
- b. Maximum Liability Amount:
- c. Artio's aggregate maximum liability amount under these Terms or related services will not exceed INR 999/-

34. Term And Termination:

- a. The Company has the right to terminate these T&Cs at any time and with immediate effect, solely at its discretion (by disabling the Rider's registration and use of the Platform) for any of the following reasons:
 - i. Violation or breach of any term in these T&Cs
 - ii. Misuse of the Platform, as determined by the Company
 - iii. Non-compliance with applicable laws
 - iv. Failure to verify or authenticate Riders Information
 - v. Actions or omissions by the Rider that could cause legal or contractual liability for Artio's, including fraud, Passengers complaints, unsatisfactory reviews, misconduct, negligence, or other prohibited actions under the law.
- b. In cases where the continuation of a Rider's services is deemed harmful to Artio's business interests, the following acts by Riders are considered problematic:
 - i. Misbehaviour or rude conduct towards Artio staff, customers, or other associated individuals.
 - ii. Engaging in criminal offenses, including physical assault or threats against Artio staff, associated persons, or customers.
 - iii. Concealing material information during contract negotiations with Artio.
 - iv. Poor or irregular performance, failing to adhere to Artio's terms and conditions or other relevant policies.
 - v. Providing services while under the influence of alcohol or drugs (with zero tolerance for substance use by any Rider).
 - vi. Committing fraud, misappropriation, or acts contrary to Artio's interests.
 - vii. Negligence causing damage to Artio's assets or personnel.
 - viii. Spreading detrimental content through digital media or social networking sites.
 - ix. Unauthorized disclosure of Artio's confidential information.
 - x. Misusing assets provided by Artio.
 - xi. Absconding with Artio's assets or valuables for more than 3 hours.
 - xii. Violating rules and guidelines set by Artio for service quality.
 - xiii. Engaging in unbecoming behavior as a Rider.
 - xiv. A negative background check, whether wholly or partially, during the term of these terms and conditions.
- c. Either Artio or the Rider can terminate these terms and conditions within 7 working days' written/Voice communication notice. If there's suspicion of fraudulent activity or violations, Artio may legally prosecute the Rider immediately. Upon termination:
 - i. The Rider stops accessing the Platform and offering services.
 - ii. Artio settles outstanding dues (deducting any owed amounts).
 - iii. The Rider returns Artio's property and confidential information.
 - iv. The Rider ceases any association with Artio's."

35. Governing Law:

- a. These Terms are governed by the laws of the Republic of India.

36. Jurisdiction:

- a. The parties submit to the exclusive jurisdiction of the courts in Andhra Pradesh, India.

37. Amicable Settlement and Arbitration:

- a. Disputes related to these Terms will be settled amicably.
- b. If no settlement is reached within 30 days, arbitration under the Arbitration and Conciliation Act will occur.

38. Arbitration Process:

- a. An arbitral tribunal (with one arbitrator) appointed by both parties will conduct the proceedings.
- b. The arbitration will be conducted in English, with Andhra Pradesh as the seat.

39. Finality of Award:

- a. The arbitral tribunal's decision will be binding and final.

40. Task/Assignment:

- a. Approval from the Company is required for assigning your rights under these Terms

41. Amendment:

- a. Artio reserves the right to amend these terms and conditions at its discretion. While Artio will make efforts to inform you of material changes, it's your responsibility to review the T&Cs periodically. Updated T&Cs supersede the current version upon posting, and using the Platform implies acceptance of these changes

42. Severability Clause:

- a. If any provision or part of these Terms is deemed invalid, unenforceable, or prohibited by Indian law:
 - i. That provision will be removed from the Terms.
 - ii. The remaining Terms will remain valid and binding as if the removed provision never existed.

43. Insurance:

- a. At its discretion, the Company may provide insurance coverage for Riders against accidents during service provision via the Platform. The Company retains the right to recover any insurance payments from the Rider

44. Cookies and Data Collection:

- a. Other websites may send their own cookies to Passengers and collect data.
- b. Check the terms of use and privacy policies on those websites before using them.

45. Indemnification:

- a. You must defend, indemnify, and hold harmless the Company, its affiliates, licensees, officers, directors, agents, and employees.
- b. This applies to claims, losses, liabilities, damages, expenses, and costs resulting from your breach of these Terms.
- c. Examples include misuse of the Platform or Services and third-party claims related to your use.

46. Company's Defense Rights:

- a. Artio reserves the right to exclusively defend and control any matter requiring your indemnification.

- b. You agree to cooperate with Artio in such defense and settlement efforts.
- c. Artio will notify you of relevant third-party claims (eg: Insurance., etc) subject to indemnification.

47. Modifications to These Terms:

- a. Artio reserves the right to modify these Terms periodically.
- b. If any material changes occur, Artio will make reasonable efforts to notify you.
- c. However, it remains your responsibility to review the posted Terms on the Platform.
- d. The updated version of the Terms supersedes the current version.
- e. Upon posting, the updated Terms take immediate effect.
- f. Continued use of the Platform implies acceptance of the modified Terms.

48. Notices & Grievance Address:

- a. The Company can provide notice through general announcements on the Platform, email to your registered address, or written communication sent by regular mail/SMS/Whatsapp. Riders should send notices to technicalcare@artiotransportservices.com.
- b. Grievance Address:
 - i. Contact Artio for any complaints, disputes, or grievances.
 - ii. Grievance Officer: Sreedhar V
 - iii. email: technicalcare@artiotransportservices.com
 - iv. Address: Jains Spring Meadows, Flat - SC, Block -5, Navalur Road, Thalambur, Chennai- 600130. India