

TUM~TUM (तुम-तुम) BOOKING CANCELLATION POLICY

White Placard Mobility Pvt. Ltd.

1. Definitions

For the purposes of this Cancellation Policy, the following terms shall have the meanings assigned to them below, unless the context otherwise requires:

- 1.1 **“Company”** means **White Placard Mobility Pvt. Ltd.** Including its affiliates, subsidiaries, successors, assigns, and authorized representatives, which owns, operates, and manages the TUM-TUM (तुम-तुम) **mobility platform**.
- 1.2 **“TUM-TUM platform, “तुम-तुम platform” or “platform”** refers to the TUM-TUM / तुम-तुम mobile application, website, backend systems, software infrastructure, API's, and all digital interfaces through which ride booking and mobility services are offered.
- 1.3 **“Customer” or “user”** means any natural person or legal entity, including but not limited to a company, partnership, proprietorship, or other corporate body, that registers on, accesses, or uses the तुम-तुम platform for the purpose of requesting, booking, or availing transportation or mobility services made available through the platform.

In the case of a legal entity, the term “customer” or “user” shall include its authorized representatives, employees, agents, or administrators who are permitted to access and use the platform on its behalf.

The term shall further include:

- a) Any authorized account holder;
- b) Any individual acting on behalf of a registered customer; and
- c) Any person who accesses or utilizes the Platform through the account of a registered Customer, whether such access is authorized or unauthorized.

For corporate or institutional Customers, TUM may designate one or more users as administrators (“Admin Users”), who shall be authorized to manage the account, onboard or remove personnel, assign access rights, and oversee usage of the Platform on behalf of such entity. The Customer shall remain fully liable for all acts, omissions, and usage arising from its account, including those of its Admin Users and associated personnel.

- 1.4 “**Driver**” or “**Driver Partner**” means any individual who is registered on the Basant-i Platform, and employee of **White Placard Mobility Pvt. Ltd.** and is authorized to provide ride and provide transportation or mobility services to Customers through the Platform.

The term shall include:

- (a) Independent Drivers: individuals who are not employees of **White Placard Mobility Pvt. Ltd.** and who independently register on the Platform as service providers, operating on a principal-to-principal basis TUM or by any affiliated entity, vendor, fleet partner. Independent Drivers shall act as independent contractors and nothing in these Terms shall be construed to create

any employer–employee relationship, agency, joint venture, or partnership between ८३-TUM and such drivers; and

(b) **Employed Drivers:** individuals who are engaged directly by **White Placard Mobility Pvt. Ltd.** whether on payroll, contractual employment, or any similar arrangement, and who provide services through the Platform. Employed Drivers shall be governed by their respective employment or engagement agreements

- 1.5 **“Ride” or “Trip”** Means a transportation service requested by a Customer through the ८३-TUM Platform and subsequently accepted or allocated to a Driver, Driver Partner, or Company Driver through the Platform for the purpose of transporting the Customer from the designated pickup location to the specified destination, in accordance with the booking details generated on the Platform.
- 1.6 **“Ride Booking”** Means a ride request placed by a Customer through the ८३-TUM Platform including ride booking through call center which has been successfully received, processed, and recorded by the Platform and for which a driver has been allocated or the request has been made available for allocation to a Driver, Driver Partner, or Company Driver in accordance with the Platform’s operational systems.
- 1.7 **“Start Ride OTP”** Means the system-generated **One-Time Password** issued by the platform for the purpose of commencing a ride, which must be shared by the customer with the driver partner.
- 1.8 **“Ride Commencement”** Means the point at which the **Start Ride OTP is validated within the platform**, indicating that the trip has officially begun.

- 1.9 **“Cancellation”** Means the act of terminating, withdrawing, or aborting a Ride Booking by a Customer through the टम-TUM Platform prior to the official commencement of the Ride, that is, before the validation or use of the Start Ride OTP or before the Ride is otherwise marked as commenced within the Platform’s system.
- 1.10 **“Free Cancellation”** Means a Cancellation permitted within the monthly allowance (2) specified by the Company under this Policy, which does not attract any Cancellation Fee or additional charge from the Customer, provided that such Cancellation is made in accordance with the conditions and time limits prescribed on the टम-TUM Platform.
- 1.11 **“Cancellation Fee”** Means the fee or charge determined and imposed by the Company, from time to time, which becomes payable by a customer in the event of a chargeable Cancellation of a Ride Booking in accordance with the terms of this Policy.
- 1.12 **“टम-TUM Wallet”** Means the digital wallet maintained within the platform through which customers may store funds and make payments for rides, cancellation fees, and other charges.
- 1.13 **“Outstanding Charges”** Means any unpaid cancellation fees or other platform charges that remain due from the customer.
- 1.14 **“No Vehicle Found”** Means a cancellation category used by the customer when the platform fails to allocate a driver within a system-determined time.

1.15 “**Calendar Month**” Means the period beginning on the **first day of a month and ending on the last day of the same month**, according to the Gregorian calendar.

2. Scope and Applicability

This Cancellation Policy governs and regulates all cancellations of Ride Bookings made through the **तम-TUM Platform** operated by **White Placard Mobility/तम-TUM**.

By accessing, registering on, or using the Platform for the purpose of booking a Ride, the Customer expressly acknowledges and agrees to be bound by the terms and conditions of this Cancellation Policy, including any amendments, updates, or modifications that may be introduced by the Company from time to time.

The Company reserves the sole and absolute right and discretion to interpret, implement, apply, enforce, or modify the provisions of this Policy, and such determination by the Company shall be **final and binding upon the Customer**.

3. Monthly Free Cancellations

3.1 Each customer shall be entitled to **two (2)** free ride cancellations per calendar month.

3.2 The free cancellation limit shall automatically be reset at the beginning of every calendar month.

3.3 Once the free cancellation limit is exhausted, any further cancellations during the same month shall be subject to cancellation fees.

3.4 The Company reserves the right to modify, suspend, or withdraw the free cancellation benefit in cases of misuse, fraudulent activity, or operational necessity.

4. Permissible Cancellation Window

4.1 A Customer may cancel a booked ride subject to the following terms and conditions:

- a) **Free Cancellation Window**: A Customer shall be entitled to cancel a ride without incurring any cancellation charges, provided that: such cancellation is made before sharing the **Start Ride OTP** with the assigned Driver in case where the free cancellation limit is not exhausted.

4.2 **Monthly Free Cancellation Limit** Free cancellations shall be limited to a maximum of **two (2) cancellations per calendar month per Customer account**, or such other limit as may be determined by the Company at its sole discretion. The Company reserves the right to grant, deny, or restrict free cancellations based on factors including, but not limited to, prior cancellation history, frequency of use, suspected misuse, or operational considerations.

4.3 Cancellation Charges

4.4 Any cancellation:

- a) Made after the expiry of the twenty (20) minute window; or
- b) Exceeding the permissible free cancellation limit, shall attract **cancellation charges**, as specified under clause of chargeable cancellation, which shall be payable by the customer.

4.5 **Permitted Modes of Cancellation** A valid cancellation request must be made through one of the following approved channels:

- a) The टूम्-TUM Customer App;

- b) A call placed to the Company's designated customer support or call center, prior to sharing of the Start Ride OTP.

4.6 **Non-Accepted Modes**

As of the Effective Date, cancellation requests through any other mode apart from the one raised via TUM-TUM app shall not be considered valid and binding.

4.7 **Finality of Cancellation**

Once a cancellation request is successfully processed, the ride shall stand terminated and cannot be reinstated. Any fresh booking shall be treated as a new transaction.

Once the Start Ride OTP has been shared, validated, or entered for ride commencement, the ride shall be deemed **initiated**, and cancellation may not be permitted.

- 4.8 The Company shall not be responsible for cancellation delays caused due to network failure, device malfunction, application errors, or connectivity issues on the user's device.

5. **Exception – “No Vehicle Found”**

- 5.1 If the platform is **unable to assign a vehicle to the customer**, and the customer cancels the booking with the cancellation reason **“No Vehicle Found”**, such cancellation shall not count toward the monthly free cancellation limit.
- 5.2 The Company reserves the right to examine and verify system records, ride allocation logs, driver availability data, and any other relevant platform records

in order to determine whether a vehicle was in fact unavailable at the time the Customer selected the cancellation reason “No Vehicle Found”.

- 5.3 In the event that the Company determines, upon such verification, that a vehicle had been allocated, was available, or that the cancellation reason was inaccurately or falsely selected, the Company shall have the right to **reclassify such cancellation as a chargeable Cancellation**, and the applicable Cancellation Fee may be levied and recovered from the Customer in accordance with this Policy.

6. Chargeable Cancellations

- 6.1 Upon exhaustion of the 2 monthly free cancellation allowance, the third (3rd) and any subsequent Cancellations within the same calendar month shall be chargeable for Cancellations and shall attract a **Cancellation Fee** payable by the Customer.
- 6.2 The applicable Cancellation Fee shall be determined solely by the Company, and the amount may vary depending on factors including, but not limited to:
- The time elapsed between the ride booking and the cancellation
 - The distance or travel undertaken by the driver toward the pickup location
 - Operational and platform-related costs incurred by the company
 - Peak demand conditions or high-traffic booking periods
 - Any other operational parameters determined by the company from time to time.

- 6.3 The Company reserves the right to **revise, update, or modify the applicable Cancellation Fees at its sole discretion from time to time**, and such revision may be implemented without prior individual notice to Customers, provided that the applicable charges are reflected on the टम-TUM Platform.

7. Display and Visibility of Charges

- 7.1 Any applicable Cancellation Fee shall be displayed to the Customer within the टम-TUM Platform or mobile application at or before the time the Customer confirms the Cancellation.
- 7.2 By proceeding with or confirming the Cancellation after such display, the Customer shall be deemed to have read, understood, and accepted the applicable Cancellation Fee, and shall be liable to pay the same in accordance with this Policy.
- 7.3 The Customer's failure or omission to review the displayed Cancellation Fee prior to confirming the Cancellation shall not invalidate, waive, or affect the applicability or recoverability of such Cancellation Fee.

8. Automatic Deduction from टम-TUM Wallet

- 8.1 Where a Cancellation Fee becomes applicable and the Customer's टम-TUM Wallet contains sufficient balance, the Company shall have the right to **automatically deduct the applicable Cancellation Fee** from the available wallet balance.

- 8.2 Such deduction may be carried out by the Company without requiring any additional confirmation, approval, or separate authorization from the Customer, and the Customer hereby acknowledges and agrees to such automated recovery.
- 8.3 By using the ٢٣-TUM Platform and maintaining funds in the ٢٣-TUM Wallet, the Customer expressly authorizes the Company to recover applicable Cancellation Fees through automatic wallet deductions, which shall be treated as a contractual recovery of service-related charges under this Policy.

9. Deferred Recovery in Case of Insufficient Wallet Balance

- 9.1 In the event that the Customer's ٢٣-TUM Wallet does not contain sufficient balance to cover the applicable Cancellation Fee, such amount shall be recorded and reflected as outstanding dues on the Customer's account within the Platform.
- 9.2 The Company shall have the right to recover such outstanding dues through any of the following methods:
- a. by adding the outstanding amount to the fare payable for the Customer's subsequent Ride Booking; or
 - b. by deducting the outstanding amount from the payment method used by the Customer for the next Ride, including wallet balance, digital payment methods, or any other permitted payment mechanism available on the Platform.
- 9.3 By continuing to use the ٢٣-TUM Platform, the Customer acknowledges and agrees that any future Ride Bookings may include the recovery of outstanding Cancellation Fees or other unpaid charges owed to the Company.

10. Ride Restriction Due to Outstanding Charges

- 10.1 The Company reserves the right, at its sole discretion, to temporarily restrict, suspend, or block the Customer's ability to request or book Rides through the TUM TUM Platform in the event that applicable Cancellation Fees or any other charges remain unpaid or outstanding on the Customer's account.
- 10.2 Access to ride booking services may be restored only upon full settlement and clearance of all outstanding dues, including any applicable Cancellation Fees or related charges payable by the Customer.

11. Right to Cancel or Interrupt Ride

- 11.1 The Company reserves the absolute right, at its sole discretion, to cancel, suspend, or terminate any ride booking at any stage (including prior to commencement or during an ongoing ride), in the event of circumstances including but not limited to:
- a) Unacceptable, unlawful, abusive, or unsafe conduct of the customer;
 - b) Health issues, incapacity, or unavailability of the driver;
 - c) Vehicle malfunction, breakdown, or non-roadworthiness;
 - d) Risks to public safety or security;
 - e) Extreme traffic conditions, road blockages, or law and order situations;
 - f) Natural calamities, force majeure events, or any unforeseen circumstances beyond the reasonable control of the company.

11.2 No Guaranteed Service Obligation

The Customer acknowledges that the Platform facilitates transportation services on a best-effort basis, and the Company shall not be held liable for failure or inability to complete a ride due to the above circumstances.

12. Prevention of Abuse and Fraud

12.1 The Company continuously monitors ride activity to detect **misuse of the cancellation feature**, including:

- Repeated cancellations
- Fraudulent cancellation reasons
- Booking rides without genuine intention to travel
- Attempts to manipulate driver allocation

12.2 In such cases, the Company reserves the right to:

- Remove free cancellation privileges
- Impose additional fees
- Suspend or terminate the user's account.

13. Limitation of Liability

The company shall not be liable for any loss, inconvenience, delay, claim, cost, or damages of any nature whatsoever arising out of or in connection with the cancellation of a ride booking, including but not limited to circumstances relating to driver availability, technical or system failures, network interruptions, operational constraints, or cancellations initiated by the customer or driver.

The customer acknowledges that the टम-TUM platform functions primarily as a technology intermediary facilitating ride requests between customers and drivers, and accordingly the company shall not be responsible for any indirect, incidental, consequential, or special damages resulting from ride cancellations or related service disruptions.

13. Policy Modification

The company reserves the right, at its sole discretion, to modify, amend, update, or revise this cancellation policy at any time as it may deem necessary for operational, legal, or regulatory purposes.

Any such revised or updated policy shall become effective immediately upon its publication or display on the टम-TUM platform, unless otherwise specified.

The continued access to or use of the platform by the customer after the publication of such modifications shall constitute the customer's acknowledgment and acceptance of the revised terms of this cancellation policy.

14. Governing Law and Jurisdiction

This Cancellation Policy shall be governed by and construed in accordance with the laws of India.

Any dispute, claim, or controversy arising out of or in connection with this Cancellation Policy, including its interpretation, implementation, or enforcement, shall be subject to the exclusive

jurisdiction of the competent courts at Ranchi, Jharkhand, and the Customer hereby expressly submits to the jurisdiction of such courts.

White Placard Mobility Operator of the ढ-TUM Mobility Platform