

TERMS AND CONDITIONS

Mo Ambulance application/Site is operated by the Parent Company Clinohealthinnovation Private Limited.

These following terms & Conditions will be applying on you when you will be using the application and site by any android/iPhone mobile phone and computer. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable 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 computer system and does not require any physical or digital signatures.

Your Agreement to These User Terms Shall Operate as A Binding Agreement Between You and Mo Ambulance in Respect of The Use and Services of The Site. By accepting these User Terms, you also allow Mo Ambulance to send you promotional emails and SMS alerts from time to time.

1	DEFINATION
1.1	“Account” shall mean the account created by the Customer on the Application for availing the Services provided by Mo Ambulance.
1.2	“Application” shall mean the mobile application “Mo Ambulance” updated by Mo Ambulance from time to time.
1.3	“Applicable Laws” shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, or a court of India.
1.4	“Customer/ You” means a person who has an Account on the Application.
1.5	“Driver” shall mean and include such individuals as may be evaluated, appointed and trained by an operator associated with us to provide the transportation services on its behalf and persons who are registered with Mo Ambulance and own the Vehicles/Ambulance
1.6	“Fare” shall mean such amount in Indian Rupees, which is reflected on the Application, as the fare payable for the specific Ride performed by a Driver. The Fare shall be exclusive of all applicable taxes on the Fare, if any.
1.7	“Force Majeure Event” shall mean any event arising due to any cause beyond the reasonable control of Mo Ambulance.
1.8	“Mo Ambulance” or “us” or “we” or “our” shall mean Clinohealthinnovation Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956
1.9	“Registration Data” shall mean and may include the present, valid, true and accurate name, email ID, phone number and such other information as may be required by Mo Ambulance from the Customer from time to time for registration on the Application.
1.10	“Ride” shall mean the travel in the Vehicle by the Customer facilitated through the Site.

1.11	“Service(s)” means the facilitation of transportation service by Mo Ambulance through the Application or via a telephone request at the call centre of Mo Ambulance, or booking on the Site, within the City of Operation
1.12	“Site” shall mean the Application and the website https://www.moambulance.in/ operated by Mo Ambulance or any other software that enables the use of the Application or such other URL as may be specifically provided by Mo Ambulance.
1.13	“Total Ride Fee” shall mean and include the Fare, the Convenience Fee or Access Fee, the Cancellation Fee and Additional Fee and taxes as may be applicable from time to time.
1.13	“T&Cs” and “User Terms” shall mean these Customer terms and conditions.
1.14	“Vehicle” shall mean a motor cab as defined under the Motor Vehicles Act,1988.
2	ELIGIBILITY
2.1	You are competent to enter into a contract under the Applicable Laws.
3	REGISTRATION AND ACCOUNT
3.1	You understand and acknowledge that You can register on the Site only after complying with the requirements of this Clause 3 and by entering Your Registration Data.
3.2	You shall ensure that the Registration Data provided by You is accurate, complete, current, valid and true and is updated from time to time.
3.3	You are solely responsible for maintaining the confidentiality of Your Registration
3.4	We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false
4	SERVICES
4.1	The Application allows you to avail the transportation (ambulance/taxi) services offered by Clinohealthinnovation Pvt. Ltd.. The Service allows You to send a request through Mo Ambulance to a Driver on the Mo Ambulance network. The Driver has sole and complete discretion to accept or reject each request for Service. If the Driver accepts a request, Mo Ambulance notifies You and provides information regarding the Driver - including Driver name, Vehicle license number, telephone contact details of the Driver and such other details as Mo Ambulance may determine.
4.2	Mo Ambulance shall procure reasonable efforts to bring You into contact with a Driver, subject to the availability of Driver in or around Your location at the moment of Your request for such services.
4.3	By using the Application or the Service, You further agree that: (i) You will only use the Service or download the Application for Your sole, personal use and will not resell or assign it to a third party; (ii) You will not use an account that is subject to any rights of a person other than You without appropriate authorization; (iii) You will not use the Service or Site for unlawful purposes; (iv) You will not try to harm the Service, Site or our network in any way whatsoever; (v) You will provide Mo Ambulance with such information and documents which Mo Ambulance may reasonably request; (vi) You will only use an authorized network to avail the Service; (vii) You are aware that when

	requesting Services, whether by message, via Site or calling the call centre of Mo Ambulance, standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply.
4.4	Mo Ambulance will store the information provided by You or record your calls for contacting You for all Service-related matters. You shall promptly inform Mo Ambulance on any change in the information provided by You.
4.5	Mo Ambulance or an authorised representative of Mo Ambulance, shall provide information regarding services, discounts and promotions provided by Mo Ambulance to You by way of an SMS or email to Your registered mobile number/registered email ID.
4.6	You also have the option to discontinue receiving such information at any point of time. To discontinue receiving such information, you may at any point of time visit the specific link provided in the Site to discontinue the same.
4.7	You agree and permit Mo Ambulance to share any information provided by You with third parties in order to facilitate provision of certain value-added services offered by such third parties to You and/or to provide certain value-added services to You by Mo Ambulance. You hereby expressly consent to receive communications from Mo Ambulance/ third parties offering value-added services to You through
4.7	Mo Ambulance will be entitled to enter into any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, You will be provided with the services by Mo Ambulance jointly and/or severally with the party/ies in joint venture. You hereby give Your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.
4.8	In the event of breakdown of the Vehicle, which is beyond repair, before completion of the Ride, Mo Ambulance on a best effort basis and at its sole discretion may arrange for a Substitute Vehicle for completion of Your Ride to Your destination. However, the arrangement of Substitute Vehicle shall be subject to its availability.
4.9	In the event of breakdown of the Vehicle, which is beyond repair, before completion of the Ride, Mo Ambulance on a best effort basis and at its sole discretion may arrange for a Substitute Vehicle for completion of Your Ride to Your destination. However, the arrangement of Substitute Vehicle shall be subject to its availability.
4.10	Mo Ambulance bears no responsibility and liability for delays and losses suffered by You or caused to You as a consequence of the breakdown of the Vehicle or the Substitute Vehicle.
5	CONFIRMATION OF BOOKING
5.1	Mo Ambulance shall, upon receiving the booking request from You in the manner set out above, proceed to confirm or decline the booking based on the availability of Vehicles at the pickup time, which shall be informed to You vide an SMS or email. In the event the booking is confirmed, You shall check the booking details including but

	not limited to pick up time and pick up place, and if there is incorrect detail, the same needs to be informed to us immediately by calling our call centre.
5.2	You shall bear the consequences and damages for any delay that may be caused to You due to Your failure to check the confirmation SMS or email or failure to inform Mo Ambulance of the incorrect details immediately.
6	PAYMENT
6.1	Mo Ambulance shall charge Convenience Fee or Access Fee for the Service which shall be determined and amended at the sole and absolute discretion of Mo Ambulance. The Convenience Fee or Access Fee shall be payable by you to Mo Ambulance and shall be informed to you before you begin your ride
6.2	Clinohealthinnovation shall charge Fare to You for the Ride offered to You by the Clinohealthinnovation.
6.3	You shall be required to pay such Additional Fee, which will form part of the receipt of the Total Ride Fee.
6.4	You shall be required to pay such Cancellation Fee in terms of Clause 7, which will form part of the receipt of the Total Ride Fee. 6.6. In addition to the Total Ride Fee, You may be required to pay such other charges incurred by you during the Ride in cash i.e. Additional Fee, which are not included in the receipt of the Total Ride Fee.
6.5	The Total Ride Fee will be collected by the Driver or Mo Ambulance from You at the end of the Ride, as set out in Clause 6.7 below.
6.6	Mo Ambulance shall provide a receipt of the Total Ride Fee payable by You at the end of the Ride, however, separate invoices raised by the CPL for the Fare and Additional Fee, and the Convenience Fee or Access Fee raised by Mo Ambulance shall be provided to You on request. You may raise a request for a copy of the invoices from our Support page.
6.7	All applicable taxes in respect of the Fare, Convenience Fee, Additional Fee, Cancellation Fee shall be borne and payable by You to the TPSPs or Mo Ambulance, as the case may be.
6.8	Cash payment: Cash payment towards the Total Ride Fee after the completion of Ride can be made to the Driver.
6.9	E-Wallet payment: Mo Ambulance offers You the facility of making an online payment through an E-Wallet powered by a third party payment processor (“Payment Processor”).
6.10	Any payment related issue, except when such issue is due to an error or fault in the Site, shall be resolved between You and the Payment Processor. Mo Ambulance shall not be responsible for any unauthorized use of Your E-Wallet during or after availing the Services on the Site.
7	CANCELLATION POLICY
7.1	You agree and acknowledge that You may cancel Your request for a Vehicle from a Driver at any point of time subject to a Cancellation Fee as explained below: In Mo Basic/Mo Advance/Car/Auto/Bike, Cancellation Fee will be charged

7.2	You shall be notified of the applicable Cancellation Fee in advance whenever You attempt to cancel a booking/service request. The notification shall be on the Application.
7.3	The mode of payment of the Cancellation Fee shall be in terms of Clause 7 of these User Terms.
8	USER TERMS
8.1	You shall not smoke and drink in the Vehicles or misbehave with the Driver or distract the Driver and will take action as per the Applicable Law. You shall also be blacklisted as a result of non-payment of the fine or misbehaving as the case may be, and in such event, Your Account may be terminated by Mo Ambulance.
9	CUSTOMER RELATIONSHIP MANAGEMENT
9.1	All issues, opinions, suggestions, questions and feedback while availing our Services shall be communicated to us through email address mentioned in Clause 22.2. In case of a Ride booked on our Application, You shall be required to rate the Ride after its termination. You agree to be fair, accurate and non-disparaging while leaving comment, feedbacks, testimonials or reviews on or about the Rides or Services.
9.2	Reporting of any issue needs to be within 7 (seven) days of the happening of the issue, failing which, such issue will not be addressed.
9.3	Any issue reported on channels other than the above may be addressed by Mo Ambulance only on a best-effort basis. Mo Ambulance takes no liability for inability to get back on other channels.
9.4	Mo Ambulance shall endeavour to respond to Your issues within 2 (two) working days of Your reporting the same and endeavour to resolve it at the earliest possible. It is hereby clarified that issues are resolved on severity basis, and certain may be resolved earlier than the other. However, Mo Ambulance shall not be liable for any damages or losses in the event You are not satisfied with any such resolution.
10	By accepting these User Terms and on pressing the SOS button on the Mo Ambulance App, Your consent to Mo Ambulance using its best endeavours to provide You with assistance during a safety incident, emergencies or distress, as per Mo Ambulance's internal policies on emergency response.
11	FORCE MAJEURE
11.1	We shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case our obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.
12	By accepting these User Terms and using the Service, You agree that You shall defend, indemnify and hold Mo Ambulance, its affiliates, their licensors, and each of its officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Mo Ambulance or breach of any term of these User Terms or any Applicable Law or regulation,

13	LIABILITY
13.1	The information, recommendations and/or Services provided to You on or through the the Application and Mo Ambulance call centre are for general information purposes only and does not constitute advice. Mo Ambulance will reasonably keep the Site and its contents correct and up to date but does not guarantee that (the contents of) the Site is free of errors, defects, malware and viruses or that the Site is correct, up to date and accurate.
13.2	Mo Ambulance shall not be liable for You missing the golden hour/trains/flights/events or delays etc. as the Service is dependent on many factors not in Mo Ambulance's control. You must book Your Ride after taking into account the check-in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, vehicle breakdowns and other un-expected delays.
13.3	In the event, there is a delay by the Vehicle in reaching the pickup location beyond 30 (thirty) minutes of the pickup time, Mo Ambulance shall only endeavour to get You in touch with the Driver assigned for Your Ride.
13.4	Mo Ambulance shall not be liable for any damages resulting from the use of or inability to use the Site, including damages caused by wrong usage of the Site, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the Information or the or Application.
13.5	Mo Ambulance does not assure a complete sustainability of its Service and shall not be held responsible or liable for the same, in any manner.
13.6	Mo Ambulance shall not be responsible for any loss of communication / information of status update and benefits under the program. All this information will be sent on mobile number and/or email ID registered with Mo Ambulance. Mo Ambulance will not be responsible for appropriateness of mobile or email or any other communication medium. You shall be responsible for immediately reporting the errors, if any, occurred in the information sent to You regarding booking confirmation.
14	APPLICATION LICENSE
14.1	Subject to Your compliance with these User Terms, Mo Ambulance grants You a limited, revocable, non-exclusive, non-transferable and non-sub-licensable license to download and install a copy of the Application on a single mobile device that You own or control and to run such copy of the Application solely for Your own personal use and to use the Site.
14.2	You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or Site in any way
15	INTELLECTUAL PROPERTY OWNERSHIP
15.1	Mo Ambulance alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to (i) the Site, Application, product, Service and any suggestions, ideas, enhancement requests, feedback, recommendations or any other offering; (ii) text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or (iii) other information provided by You or any other party relating to the Site,

	Application or the Service. Third party trademarks may appear on this Site/ Application and all rights therein are reserved to the registered owners of those trademarks. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use.
16	DISCLAIMER
16.1	You agree that Mo Ambulance is merely an electronic platform to facilitate aggregation of Vehicles and does not in any manner provide transportation services. Mo Ambulance does not endorse, advertise, advise or recommend You to avail the Services of any Driver. Mo Ambulance also does not guarantee or provide assurance in respect of the behaviour, actions or data of the users posted on the Site.
16.2	We do not authorize anyone to make a warranty on Our behalf and You shall not rely on any statement of warranty as a warranty by Us.
16.3	Mo Ambulance and their representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Site, or Your reliance upon the Service or the information contained upon the Site (whether arising from Mo Ambulance or any other person's negligence or otherwise).
16.4	This Site, Application and all content on the Site and the Application are provided on an “as is” basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by Your access of the Site and/or Application, that Your access of the Site and/or Application and availing of Services is at Your sole risk, that You assume full responsibility for Your access and use of the Site and/or Application, and that Mo Ambulance shall not be liable for any damages of any kind related to Your access and use of this Site and/or Application.
17	MODIFICATION OF THE SERVICE AND USER TERMS
17.1	Mo Ambulance reserves the right, at its sole discretion, to modify or replace, in part or full, any of these User Terms, or change, suspend, block, discontinue or restrict your use to all or any feature of the Service or Application at any time.
17.2	Mo Ambulance shall not be required to notify You of any changes made to these User Terms. The revised User Terms shall be made available on the Site. You are requested to regularly visit the Site to view the most current User Terms. You can determine when Mo Ambulance last modified the User Terms by referring to the “Last Updated” legend above. It shall be Your responsibility to check these User Terms periodically for changes. Mo Ambulance may require You to provide Your consent to the updated User Terms in a specified manner prior to any further use of the Site and the Services. If no such separate consent is sought, Your continued use of the Site, following the changes to the User Terms, will constitute Your acceptance of those changes. Your use of the Site and the Services is subject to the most current version of the User Terms made available on the Site at the time of such use.
18	NOTICE

18.1	Mo Ambulance may give notice by means of a general notice on the Service or Application, or by electronic mail to Your email address or a message on Your registered mobile number, or by written communication sent by regular mail to Your address on record in Mo Ambulance's account information.
19	APPLICABLE LAW AND DISPUTE RESOLUTION
19.1	<p>These User Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service or the Application (collectively, "Disputes") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Mo Ambulance as Mo Ambulance may designate. In the event the dispute is not resolved internally between after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to a sole arbitrator mutually appointed by Mo Ambulance and You.</p> <p>The place of the arbitration shall be Bhubaneswar, Odisha, unless otherwise mutually agreed by Mo Ambulance and You in writing.</p> <p>Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Bhubaneswar, Odisha, India.</p>