

XENCabs Terms of Service

This following user agreement describes terms and conditions on which XENCabs offers you access to the XENCabs Solution.

By using services of XENCabs Solution and services users are agreeing to terms referenced in this service term document.

These terms of service constitute a legally binding agreement (the “Agreement”) between customer, user, rider or Passenger (“Individual”, “any entity”, “company”, “you,” or “your”) and _ Promyx outsource services & its service brand XEN Cabs (“XENCabs” “we,” “us” or “our”), governing your use of the XEN Cab mobile application, website, and technology platform (collectively, the “XENCab Solution”).

The XENCab provides a technology based marketplace where persons who seek transportation to certain destinations (“Passengers” or “Riders”) can be engaged or connected with Drivers or owners of Cabs driving to or interested in driving to those destinations (“Drivers”), defined here as XENCab Solution. Each user shall create a user account that enables such user or Passenger directly on behalf of another rider to access the XEN Cab Solution. For purposes of this Agreement, the driving services provided by Drivers to Passengers that are matched through the XEN Cab Solution shall be referred to collectively as the “Services”.

By creating your User account and/or using the XEN Cabs Solution, Mobile Application Website or through phone call or by receiving an ride confirmation message you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the XEN Cab Solution or the Services.

XENCabs does not provide transportation services, and is not a transportation carrier. It is up to the Driver to decide whether or not to offer a ride to a rider or Passenger contacted through the XEN Cab Solution, and it is up to the rider or Passenger to decide whether or not to accept a ride from any Driver contacted through the XENCab Solution. Any decision by a Passenger to accept Services once such Passenger is connected through the XENCab Solution is a decision made in such Passenger’s sole discretion. Each Service provided by a Driver to a Passenger shall constitute a separate contract between such persons.

Modification to this Agreement

XENCabs/we reserve the right to modify the terms and conditions of this Agreement at any time, effective upon posting the amended terms on this site as shown in the “Last Updated” date. Riders & Passengers are responsible for regularly reviewing this Agreement. Continued use of the Services after any such changes shall constitute consent to such changes. If you do not agree to any such changes you may not use or access the services.

Xen Cab Messages

By becoming a User, rider or passenger you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number and or email you provided to us. By consenting to being contacted by us, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of us, its affiliated companies and/or Drivers, including but not limited to: operational communications concerning your User account or use of XEN Cab Solutions or Services, updates concerning new and existing features, communications concerning promotions run by us or our partners or service providers, and news concerning us and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the XEN Cab Solutions or the Services.

Usage Restriction

As a user of the XEN Cabs Solutions and usage of the Services, Passenger agrees that:

- 1 You will not interfere with or disrupt the Services or servers or networks connected to XENCabs;
- 2 You will not modify, adapt, translate, reverse engineer, decipher, de-compile or otherwise disassemble any portion of the XEN Cab solution
- 3 You will use XENCab Solution or Services only for your sole use and not for any commercial activities without express written authorization from us.

XENCabs reserve the right, and may suspend or deactivate your User account if you do not comply with these prohibitions.

Passenger Information & Usage

XENCab may use Information that any information passenger provide, publish or post to or through the XENCab Solution or website (including any profile information you provide) or published through XENCab related social media sites. You consent to XEN Cabs using your Information to create a User account that will allow you to use the solution and services.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password for accessing XENCab Solution. You are solely and fully responsible for all activities that occur under your account, and XENCabs expressly disclaims any liability arising from the unauthorized use of your account. You will inform XENCabs if you see or suspect any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

Proprietary Rights & Trademark License

All intellectual property right in the XENCab Solutions shall be owned by XENCabs and its parent organization. All related icons and logos are registered trademarks or trademarks or service marks of XENCabs and its parent organization in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback provided by you to us are non-confidential and shall become the sole property of XEN Cabs.

Disclaimers

READ THIS SECTION COMPLETELY. ITS EFFECT IS TO XENCABS, ITS OWNERS, DIRECTORS, MANAGEMENT ASSOCIATED ENTITIES FROM ANY LIABILITY RESULTING FROM YOUR USE OF ITS SERVICES, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THEM WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM NEGLIGENCE.

In consideration of the Services, and promising to take due care during such use, user agrees to save and hold harmless XEN Cabs, its owners, directors, management from any and all liability, claims, losses, demands, actions, debts and attorney's fees arising out of, claimed on account of, or in any manner predicted upon such use, including but not limited to loss or damage to the property of, injuries to, and/or death of user, which may or may not occur in connection to the performance or non-performance of any contract or conditions created thereby; or based upon any violation of any statute, ordinance, or regulation by user or by a third party against the interests of user. User understands that he or she is solely responsible for any costs arising out of any injury or damage that user may sustain through user's participation in normal or unusual acts associated with use of the XEN Cab Solutions and Services, regardless of whose fault may be the cause of user's injuries or damages, **EVEN IF CAUSED BY CARELESSNESS OR NEGLIGENCE**, so long as the conduct which caused the injuries or damages was not willful and wanton.

Passengers & riders acknowledges and agrees that the inclusion in the Service, XEN Cab Solution or program database of any available information related to said Services does not in any way constitute a warranty, endorsement, or representation as to the quality, safety, security or other features and characteristics of such Services, including drivers, passengers, or vehicles. Passenger understands and agrees that XEN Cabs, its owners, management, directors disclaim any and all liability or responsibility for problems which may arise or losses which may occur with regard to such Services.

Passengers , Users & riders acknowledges that he or she has had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them.

Indemnification

Further, Passenger, user & rider hereby indemnifies and holds harmless The Owners, Management and Directors, employees of XEN Cab & its associate entities and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person who suffers any injury, disability, death or other harm, to person or property or both, as a result of user's participation in the XEN Cab Solution & Services including but not limited to information shared through XEN Cab Solution & services, website etc.

While we strive to ensure a smooth ride for the riders arranged ride through our solution, we have no full control over the quality or safety of the transportation that occurs as a result of the Services and we won't always be able to ensure that a Driver or Rider will complete an arranged transportation service.

Limitation of Liability

Passenger and/or User agree to release XEN Cab, its owners, managements, directors, partners and associate entities from all claims, demands and damages (actual, threatened; consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any service provided by the Service. Certain jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

In no event shall XEN cab and or its associated entities liable for damages, including direct damages, consequential loss, lost profits, special, indirect, incidental, or punitive damages. Our total liability to you in connection with any use of the Service or any dispute arising out of this Agreement will not, for any reason, exceed (a) the aggregate amount any fees that you have actually paid to XEN Cab for the usages of XEN Cab solution or Services.

Term and Termination

This Agreement may be terminated by either party with or without giving notice to other party for a reason or no reason at all any time for convenience. This agreement will be affective from the time a user account has been created on the site or usage of XENCab service has been initiated or availed by passenger or anyone on his or her behalf and will in force until it has been terminated. XEN may terminate, refuse access to its Solution, Services or website to any User for reasons prohibited by law of the local jurisdiction. We may suspend or deactivate your User account your permission to access our solution or Website, at any time, for any reason, upon notice to you.

This agreement shall be governed in all respects by the laws of India. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference only and in no way define this agreement. Our failure to act on a breach by you or any third party does not waive our right to act in accordance with this agreement. XENCab reserves the right to use all content created by users within the application for promotional purposes.