

TERMS AND CONDITIONS

These terms and conditions, along with any agreements executed or accepted by you ("you/your" or "User"), which are incorporated herein by reference ("Terms"), apply when you access, use, or interact with the mobile application ("Varadhi App" or "Varadhi Club") or website available at www.varadhiclub.com (collectively, "Platform") whether through a computer or a mobile phone or any other device ("Device") or avail the Services provided by Varadhi Tech Mobility Pvt Ltd ("Varadhi" / "us", "we", or "our").

1. GENERAL (THE PLATFORM DEFINITION)

- The Platform facilitates a highly secure, peer-to-peer (P2P) network for verified corporate professionals ("Services"). Users may either: (i) offer commute arrangements using their personal two-wheeler as a "Pro" (Provider), (ii) seek to join such arrangements as a "Member" (Passenger), or (iii) participate passively to build B2B data equity as a "VTS User".
- The Platform utilizes a proprietary time-based algorithm (V-Minutes) and strict 2 km spatial geo-fencing to match Pros with Members. The final pairing is strictly executed via a manual verification handshake, not algorithmic force.
- You agree that the Platform operates strictly as a Technology Matchmaking Intermediary under the Information Technology Act, 2000, and is not a commercial transport operator, taxi aggregator, or logistics provider.
- For the avoidance of doubt, the Services are intended solely for use in connection with private vehicles sharing a localized commute. The Platform strictly prohibits the use of the Services by Pros for commercial transportation, gig-work profit, or the carriage of passengers for hire.

2. THE CORPORATE FIREWALL (VERIFICATION OF IDS)

- **The "Zero Strangers" Mandate:** By accepting these Terms, you agree to our strict 2-Step Verification. You must verify your mobile number via SMS OTP, followed by a mandatory verification of your active corporate employment via an official workplace email OTP (e.g., @company.com) or manual ID verification.
- **The VTS Identity Baseline:** Successfully passing this Corporate Firewall is a mandatory prerequisite. Upon successful corporate verification, the Platform utilizes this data to automatically generate your initial **Varadhi Trust Score (VTS)** Identity Baseline, establishing your trusted status within the ecosystem.
- **KYC & Asset Collection:** To activate a Pro or Member account, you consent to the collection and verification of government-issued IDs, including but not limited to your Driving License (DL), Registration Certificate (RC), Aadhaar card, PAN card, and real-time biometric Live Selfies.
- **Fraud & Asset Confiscation:** Any attempt to bypass the Corporate Firewall, use a former employer's email, or upload falsified documents constitutes fraud and will result in a permanent lifetime ban, the complete voiding of your VTS, and the confiscation of all wallet assets.

3. MESSAGING & TELEMETRY

- **Communication Consent:** By accepting these Terms, every User gives consent to Varadhi Tech Mobility Pvt Ltd to communicate via push notifications (including the Commute Pulse feature), SMS, phone calls, and email.

- **Message Moderation:** We may review, scan, and moderate messages exchanged between Users through the Platform strictly for fraud prevention, safety monitoring, and enforcing the manual verification handshake.
- **Prohibited Conduct & Circumvention:** By using the messaging feature, the User undertakes not to send any message prohibited by applicable law or professional corporate conduct. We actively monitor communications to ensure Users do not attempt to circumvent the Platform (e.g., soliciting direct offline cash or UPI payments to bypass the Upfront Fare Lock). We reserve the right to filter or delete messages and immediately suspend or terminate the User's access if they fail to comply.
- **Telemetry & Background Tracking:** The Platform utilizes GPS telemetry tracking for all User categories to ensure platform integrity and calculate the Varadhi Trust Score (VTS).
 - **For Active Rides (Pros & Members):** We monitor telemetry during a commute to enforce the strict 50-meter Proximity Lock and flag algorithmic route deviations.
 - **For Passive Scoring (VTS Users):** We utilize background location tracking strictly between designated geofences (e.g., Home and Office) to automate the "Track and Vanish" Commute Consistency metric.

4. RESPONSIBILITIES OF THE PRO (PROVIDER)

The Pro represents and warrants to Us and the Member as follows:

- **Asset & Legal Compliance:** The Pro is at least 18 years of age, retains a valid driving license, and operates a vehicle (strictly categorized as a Bike or Scooty) in good condition with a valid PUC certificate and Registration Certificate.
- **Mandatory Bike Insurance (Transit Liability):** The Pro legally self-declares and warrants that they maintain a valid **third-party bike insurance policy** covering the specific vehicle used for the commute. The Pro is solely responsible for any legal or financial liability resulting from property damage or transit accidents.
- **Mandatory Health Insurance (Medical Liability):** The Pro legally self-declares and warrants that they possess an active **personal health or accidental insurance policy**. The Pro acknowledges they are solely responsible for any medical bills, physical injuries, or death resulting from a commute, and the Platform assumes zero medical liability.
- **Commercial Prohibition:** The Pro is not registered as a taxi or contract carriage operator, and the vehicle is not a yellow-board commercial vehicle.
- **Anti-Ghosting & Route Integrity:** The Pro must strictly follow the locked commute route. The Pro agrees to the 50-meter GPS proximity lock, meaning the ride cannot be started or completed unless both Users are within 50 meters of the designated coordinates.
- **VIP Campus Drops:** If a Pro has unlocked Lobby-to-Lobby privileges via the 90-Day Trust Gate, they must execute drops at the specific building lobby, maintaining professional conduct on private corporate campuses.

5. RESPONSIBILITIES OF THE MEMBER (PASSENGER)

The Member represents and warrants to Us and the Pro as follows:

- **Age & Lawful Conduct:** The Member is at least 18 years of age and will not undertake the ride for any fraudulent, unlawful, or criminal activity.

- **Punctuality & The V-Wait Protocol:** The Member agrees to be present at the locked pickup point at the exact agreed time. The Member acknowledges and agrees that after a strict 2-minute free grace period upon the Pro's arrival, extra waiting time will be mathematically calculated and deducted directly from their wallet as a friction penalty.
- **Mandatory Health Insurance Declaration (Liability Shield):** The Member legally self-declares and warrants that they possess an active personal health or accidental insurance policy prior to booking a commute. The Member acknowledges that the Platform assumes zero medical or transit liability in the event of an accident.

6. RESPONSIBILITIES OF THE VTS USER (PASSIVE MODE)

The VTS User participates in the Platform strictly to generate a Varadhi Trust Score (VTS) and explicitly represents and warrants as follows:

- **Corporate Accuracy:** The VTS User must maintain accurate and up-to-date employment credentials. If the User changes employers, they must immediately update their corporate email verification within the Platform.
- **Telemetry & Geofence Consent:** The VTS User explicitly consents to granting the Platform background location access. The User acknowledges this is strictly required to execute the algorithmic "Track and Vanish" logic between their designated Home and Office geofences to calculate their Commute Consistency.
- **Anti-Spoofing & Data Integrity:** The VTS User shall not use VPNs, GPS spoofing software, mock location apps, or multiple devices to artificially manipulate their physical location or inflate their VTS. Any attempt to artificially manipulate the trust algorithm constitutes fraud and will result in an immediate ban, asset confiscation, and potential reporting to relevant B2B enterprise partners.

7. RESTRICTED CONDUCT & PLATFORM INTEGRITY (DOS AND DON'TS)

You agree that your information and interactions on the Platform shall be strictly professional. By using the Services, you explicitly agree that you shall **NOT**:

- **Identity & Corporate Breach:** Impersonate any person, use another employee's corporate email credentials, upload falsified IDs, or provide information that is false, inaccurate, or misleading.
- **System Integrity & IP:** Attempt to interfere with, disrupt, or undermine the algorithmic operation, functionality, or security of the Platform. You shall not distribute viruses, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Varadhi algorithm or software.
- **Professional Conduct:** Write, send, or upload any content that is defamatory, abusive, obscene, profane, offensive, or sexually explicit. As a gated network for corporate professionals, strict workplace-appropriate conduct is mandated at all times.
- **Regulatory & Commercial Liability:** Engage in any activity that could create liability for Us, or cause Us to become subject to regulation as a commercial transportation carrier, taxi service, or gig-worker platform.
- **Ecosystem Exploitation:** Commute with family, friends, or roommates with the sole intention of exploiting the Platform's incentives. You are strictly prohibited from conducting "ghost rides" to artificially farm V-Lives, manipulate the Varadhi Trust Score (VTS), or extract the Annual Success Share pool.

- **Single Account Mandate:** Unless expressly agreed by Us in writing, Users are strictly limited to **one (1) user account per person**, which shall be non-transferable. Creating multiple accounts on a single Device to bypass the Corporate Firewall or manipulate referral bounties is strictly prohibited.

8. V-MINUTES, PAYMENT & THE INTERNAL LEDGER

The Platform does not operate as a traditional fiat payment gateway for commercial gig-work. By using the Platform, you agree to transact strictly within our proprietary, closed-loop time-based economy.

- **The V-Minute Economy & Upfront Fare Lock:** All localized commutes are calculated exclusively in time-based "V-Minutes," completely ignoring distance. The Platform utilizes an Upfront Fare Lock (e.g., specific V-Minute rates for V-Club Members versus standard Guests). This upfront calculation is a strict, mathematically binding financial contract. No extra charges or fiat adjustments apply for normal traffic delays once the commute is locked.
- **Off-Platform Circumvention (No Cash Policy):** To protect the safety of the Corporate Firewall and the integrity of the algorithm, all payments must be executed via the in-app wallet. Soliciting, offering, or accepting direct offline cash or direct personal UPI transfers for a commute is strictly prohibited and will result in immediate termination.
- **Zero Commission & Instant Internal Settlement:** The Platform extracts strictly 0% commission from the Pro's base V-Minute fare. Upon successful completion of a ride, the agreed-upon V-Minutes are instantly transferred from the Member's wallet to the Pro's internal ledger.
- **The Withdrawal Gate (Pros):** Pros acknowledge and agree that accumulated V-Minutes are internal utility tokens. These tokens can only be converted into fiat currency and withdrawn to a registered bank account or UPI ID during the strict **Weekend Settlement Window** (Friday 6:00 PM to Sunday 11:59 PM IST). Withdrawals outside this designated window are not permitted.
- **Non-Refundable Assets:** All payments facilitated through the Platform into the internal wallet, including subscription payments (such as the V-Club membership tier) and bonus token allocations (such as V-Lives or daily login bonuses), are final and strictly non-refundable.
- **Fraud & Asset Seizure:** The Platform reserves the right to scrutinize any ride activity. In the event of algorithmic time-fraud, GPS spoofing, or violation of the Restricted Conduct rules (Section 7), the Platform reserves the absolute right to freeze the User's wallet, suspend the account, and permanently confiscate all V-Minutes and V-Lives, sweeping them into the Varadhi Corporate Treasury.

The V-Referral Protocol (1% Royalty System): The Platform incentivizes ecosystem growth through a continuous 1% royalty mechanism. Referral rewards are strictly calculated based on the active role of the referred corporate peer:

- **Member Referrals:** Verified Users who successfully refer a new Member (Passenger) shall receive a continuous 1% V-Referral Royalty calculated based strictly on the total fiat value of V-Minutes purchased (wallet top-ups) by the referred Member.

- **Pro Referrals:** Verified Users who successfully refer a new Pro (Provider) shall receive a continuous 1% V-Referral Royalty calculated based strictly on the total V-Minutes successfully earned by the referred Pro through completed commutes.
- **VTs User Exclusion (Zero V-Lives):** The V-Referral Protocol is strictly for active ecosystem participants. Passive VTs Users do not qualify for equity rewards. Referrals made by, or for, VTs Users do not generate, earn, or add any V-Lives to any User's wallet.
- **Eligibility & Forfeiture:** All accrued V-Referral Royalties are credited as internal platform tokens and are subject to our previously established rules regarding the strict Withdrawal Gate and Asset Confiscation. Any attempt to exploit the referral protocol via duplicate accounts will result in immediate forfeiture of all royalties.

The unlimited Success Share (Loyalty & Engagement Reward System) Varadhi thrives because of its active, reliable corporate community. To reward you for consistently using the Platform and building the network, we have created the "unlimited Success Share." By actively completing commutes, you earn internal loyalty coins called "**V-Lives.**" You explicitly acknowledge and agree to the following mechanics regarding how these coins are valued and paid out:

- **Unlimited Earning Potential:** There is no cap on how many V-Lives you can collect. You have the potential to build your unlimited Success Share simply by being a highly active, punctual, and reliable User (Pro or Member) on the Platform throughout the year. The more you actively use Varadhi, the larger your piece of the reward pool becomes.
- **The End-of-Year Bonus Pool (Company Discretion):** At the end of the year, the Company's board of directors will review the Platform's growth. At its sole and absolute discretion, the Company will decide the total reward amount to allocate to the unlimited Success Share pool to give back to the community. The Company reserves the absolute right to determine the size of this pool, or whether a pool will be distributed at all in a given year, based on business performance.
- **How Your Payout is Calculated:** If a reward pool is authorized by the Company, the total pool is mathematically divided by the total number of V-Lives held by all active users in the ecosystem. This determines the exact V-Minute value of one (1) V-Life for that specific year. Your personal payout is then calculated by multiplying this value by the number of V-Lives you have legitimately collected.
- **Direct Wallet Transfer (V-Minutes):** Your calculated unlimited Success Share payout will be credited directly to your Varadhi wallet strictly in the form of **V-Minutes**. No fiat currency or cash will be distributed for this reward. These rewarded V-Minutes are added to your internal ledger and are governed by our previously established rules regarding platform withdrawals and utility.
- **Strictly Not Legal Equity (The Corporate Shield):** V-Lives are exclusively digital loyalty and engagement coins designed to reward active platform usage. They do not represent, constitute, or entitle the User to any real legal shares, ownership, voting rights, ESOPs, or formal corporate equity in Varadhi Tech Mobility Pvt Ltd.

Wallet Dormancy (The Expiration Rule)

To maintain ecosystem liquidity and prevent permanent financial liabilities, the Company enforces a strict 365-day expiration protocol. If a User's account remains entirely inactive (defined as executing zero active commutes and generating zero

passive VTS data) for a continuous period of 365 days, the account will be legally classified as 'Dormant.' Upon dormancy, all accrued V-Minutes, V-Lives, and Referral Royalties will automatically expire and be permanently swept into the Varadhi Corporate Treasury without any fiat compensation, refund, or prior notice.

Taxes, GST & Statutory Deductions: The Platform operates on a 0% commission model for peer-to-peer V-Minute transfers. The Pro is solely and exclusively responsible for declaring their fiat earnings and paying all applicable local, state, and federal income taxes. However, to ensure strict compliance with Indian tax regulations (including the Income Tax Act, 1961, and applicable GST laws), the Company explicitly reserves the right to enforce the following:

- **On Member Purchases (Wallet Top-Ups):** Applicable Goods and Services Tax (GST) and payment gateway processing fees will be calculated and collected on all fiat transactions when a Member buys V-Minutes or pays for a V-Club subscription.
- **On Pro Withdrawals (Fiat Payouts):** The Company reserves the right to deduct Tax Deducted at Source (TDS), applicable GST (for gateway processing or platform operational fees), and any other statutory deductions directly from the Pro's fiat payout during the Weekend Settlement Window prior to transferring the funds to their bank account.

9. FRAUD DETECTION, PENALTIES & THE CORPORATE SWEEP

The Platform enforces strict friction penalties to protect the integrity of the V-Minute economy and the Corporate Firewall. We reserve the right to hold or forfeit payments, and/or cancel, reverse, recover, or forfeit any promotional benefits upon the occurrence of the following events:

- **A. Transit & Telemetry Fraud:**
 - If a Pro marks a ride as 'Completed' without passing the 50-meter GPS proximity lock to start the ride, or fails to execute the actual drop at the assigned location.
 - If a Pro completes a ride within an unrealistically short timeline for the mapped distance, or intentionally drives slowly to manipulate the route.
 - If a Member raises a refund dispute through the Varadhi App more than 3 (three) hours after the ride was marked 'Completed'.
 - If a Pro does not start the ride through the app or boards/alights the Member at an unauthorized location.
- **B. Ecosystem & Asset Abuse:**
 - If multiple rides are undertaken using the same or multiple accounts across multiple locations to artificially exploit the system.
 - If a User registers fake/duplicate accounts via the same Device, or attempts to bypass the Corporate Firewall using a disposable, temporary, or throwaway email address instead of a legitimate @company.com domain.
 - If any User information (corporate email, Aadhaar, Driving License, RC, UPI ID) is found to be linked across multiple accounts.
 - If a User registers a commercial/taxi-operated vehicle (yellow-board), an unauthorized vehicle, or fails to provide valid vehicle documents upon request.

- **C. Referral Manipulation:**
 - If a significant proportion of Users referred under the Referral Protocol become inactive shortly after the referring User receives the referral benefit, indicating abuse of the system.
- **D. The Friction Penalties (Cancellation Mechanics):**
 - **Advance Member Cancellation:** Canceling > 1 hour before the scheduled ride incurs a 50% fare penalty.
 - **Late Member Cancellation:** Canceling < 1 hour before the scheduled ride incurs a 100% fare penalty.
 - **Pro Cancellation:** Canceling at any time after accepting a match incurs a 25% fare penalty.
- **E. The Corporate Sweep (100% Platform Retention):**
 - If a ride is canceled by either the Pro or the Member, the entire deducted penalty amount is swept directly into the Varadhi Corporate Account. Cancellation penalties act as a strict operational fee and are **never** credited, refunded, or transferred to the other User's wallet.
- **F. Zero Equity Rule (No V-Lives for Cancellations):**
 - Canceled rides do not add or generate any V-Lives. If a commute is canceled by either party at any time, zero V-Lives are credited to any User.

10. RIDE SHARE & VIBI RATING & VARADHI TRUST SCORE (VTS)

The Platform completely eliminates subjective public reviews and arbitrary 5-star rating scales. Instead, ecosystem reliability is strictly evaluated through the VIBI (Verified Identity & Behavioural Intelligence) engine, which automatically calculates a deterministic Varadhi Trust Score (VTS) for each User on a dynamic scale of 300 to 900.

- **A. Ride Share Rating for the Pro (Provider):**
Upon completion of a commute, the Pro is evaluated by the Member and the algorithm based on strict operational metrics: adherence to the 50-meter GPS proximity lock, punctuality, driving safety, and professional conduct. This active ride-sharing performance directly calibrates the Pro's VTS.
- **B. Ride Share Rating for the Member (Passenger):**
Upon completion of a commute, the Member is evaluated by the Pro and the algorithm based on punctuality (adherence to the V-Wait protocol), respect for the Pro's vehicle, and professional workplace conduct during transit. This behavioral verification dynamically adjusts the Member's VTS.
- **C. Algorithmic Rating for the VTS User (Passive Mode):**
Because the VTS User does not participate in active commutes, they receive zero subjective Ride Share Ratings. Instead, their VTS is calculated entirely by algorithmic telemetry: their 300-point Identity Baseline (via the Corporate Firewall) and their ongoing 30-day "Track & Vanish" Commute Consistency between designated Home and Office geofences.
- **D. B2B Syndication & Financial Utility:**
The Platform reserves the right to syndicate your anonymized or explicitly authorized VTS to B2B enterprise partners (such as banks, lenders, or insurtech platforms). This data equity may be used to unlock financial rewards or underwrite loans based on your verified professional reliability, regardless of whether you act as a Pro, Member, or passive VTS User.

11. COMPANY ASSESSMENT, FEEDBACK & VIBI MODEL TRAINING

- **Continuous VIBI Assessment:** The Company continuously assesses ecosystem health, system integrity, and User reliability through our proprietary VIBI engine. You acknowledge that your behavioral data, commute execution, and platform interactions are continuously evaluated to enforce the Corporate Firewall.
- **Voluntary User Feedback:** Users may, but are not obligated to, provide subjective feedback, suggestions, comments, or ideas relating to the Platform's features or the algorithmic matching system ("Feedback").
- **Algorithmic Training & Unrestricted Exploitation:** By providing Feedback or generating behavioral data within the Varadhi network, the User hereby grants the Company a perpetual, irrevocable, worldwide, royalty-free right to use, adapt, and exploit such Feedback using all means without restriction. This explicitly includes the absolute right to utilize your Feedback and data to train, optimize, and syndicate the VIBI trust models for future B2B deployment, without any obligation or financial compensation to the User.

12. INDEMNITY & ALGORITHMIC IMMUNITY

You will defend, indemnify, and hold Us and Our officers, directors, employees, and agents harmless for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of:

- **Breach & Fraud:** Your breach of these Terms, the Privacy Policy, or any fraud regarding your Corporate Verification and Identity Baseline.
- **Transit Liability:** Your ownership, use, or operation of a passenger vehicle, including any failure to maintain active personal health or third-party vehicle insurance as strictly mandated by the Platform.
- **Algorithmic Immunity (VIBI & VTS):** Any claims, financial losses, or disputes arising from the algorithmic calculation, application, or B2B syndication of your Varadhi Trust Score (VTS). You explicitly indemnify the Company against any algorithmic friction penalties (including V-Wait deductions and the Corporate Sweep) enforced by the VIBI engine based on your telemetry data.
- **Legal Violations:** Your violation of any applicable local laws, traffic regulations, or the rights of a third party during a commute.
- **Data & IP Claims:** Any allegation that the information, corporate credentials, or Feedback you submit to Us violates the intellectual property or privacy rights of any third party or former employer.

13. LIMITATION OF LIABILITY

- **Zero Transit Liability:** We have no responsibility whatsoever for the actions or conduct of the Members or the Pros. The Company assumes zero financial, medical, or legal liability for on-road incidents, accidents, physical injuries, or transit disputes. Responsibility for providing or accepting a commute rests solely with You.
- **Information & Cancellations:** The Company will not be responsible for false, misleading, or inaccurate information provided by a User, nor for any damages or losses resulting from the cancellation of a ride by either party.
- **The Liability Cap (The INR 2,000 Shield):** Notwithstanding anything to the contrary herein set out, the Company's aggregate liability under these Terms—whether arising from algorithmic matching errors, platform downtime, or any other claim—

shall not exceed the total fiat value of the V-Minutes currently held in your wallet, or INR 2,000 (Indian Rupees Two Thousand only), whichever is strictly lower.

14. DISCLAIMERS (THE P2P TECH & VIBI SHIELD)

- **A. Not a Transport Operator:** It is hereby expressly clarified that Varadhi Tech Mobility Pvt Ltd operates strictly as a B2B Technology Matchmaking Platform. We are not a commercial transport operator, taxi aggregator, or gig-worker employer. We merely provide the technological algorithm (the 2 km Geo-Fence and VIBI matching) to enable the discovery of corporate peers. We are completely uninvolved in the actual physical commute.
- **B. Independent User Discretion:** The decision to offer a commute (as a Pro) or accept a commute (as a Member) lies solely with the Users. Any such decision, following an algorithmic match facilitated by the Platform, is made independently. The Platform assumes no responsibility or liability whatsoever for any ride voluntarily undertaken.
- **C. The VIBI & Corporate Firewall Disclaimer:** While the Platform utilizes the Corporate Firewall to verify employment and the VIBI engine to calculate a Varadhi Trust Score (VTS), these are strictly algorithmic data tools. **The Company cannot completely ensure that a User is who they claim to be offline, nor can we guarantee their driving ability, physical safety, or behavioral conduct.** The VTS is a probabilistic trust metric, not a physical security guarantee.
- **D. No Guarantee of Matches or Availability:** The Company provides the Platform on a strict “as is” and “as available” basis. We do not represent, warrant, or guarantee that your use of the Platform will result in successful ride matches, or that there will be sufficient Pros or Members on your specific route.
- **E. Algorithmic Autonomy & Modifications:** We reserve the absolute right to change, modify, or update the algorithmic logic of the VIBI engine, the calculation of the Varadhi Trust Score, the V-Minute Upfront Fare Lock, and the Friction Penalty structures at any time, without prior notice.
- **F. Telemetry & Hardware Limitations:** The Platform relies heavily on third-party mobile hardware and GPS networks. The Company completely disclaims all liability for mobile hardware latency, network outages, battery failures, or “GPS drift” that may prevent the 50-meter proximity lock, the V-Wait Protocol, or the passive VTS telemetry from functioning correctly.
- **G. General Software Warranties:** To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. We do not warrant that your use of the Services will be accurate, uninterrupted, secure, or free of software bugs, defects, viruses, or other harmful components.
- **H. Third-Party Integrations & API Failures:** The Platform integrates with third-party services (e.g., mapping APIs for routing, banking gateways for the Weekend Settlement Window). The Company assumes zero liability for commute disruptions, inaccurate distance calculations, or delayed fiat withdrawals caused by the downtime, failure, or inaccuracy of these third-party integrations.
- **I. Vehicle Roadworthiness & Asset Condition:** The Company does not physically inspect, maintain, or verify the mechanical condition of any vehicle registered on the Platform. The Pro assumes 100% absolute liability for ensuring their 2-wheeler is

legally roadworthy (including functioning brakes, tires, and valid PUC). We disclaim all liability for any accidents caused by mechanical failure.

- **J. Financial & Employment Consequences:** Because the Platform utilizes corporate email verification and syndicates the VTS to B2B partners, Users acknowledge that poor algorithmic ratings or Trust Scores may theoretically impact third-party financial assessments (e.g., loan underwriting). The Company strictly disclaims any liability for financial, professional, or employment-related damages resulting from a User's VTS or platform activity.
- **K. Account Compromise & Device Security:** You are solely responsible for maintaining the security of your Device and corporate email. The Company disclaims all liability for unauthorized access, fraudulent rides, or V-Minute/V-Life depletion resulting from a lost, stolen, or compromised Device.

15. CONFIDENTIALITY & DATA SECRECY

- **A. Definition of Confidential Information:** For the purposes of this Platform, "Confidential Information" strictly includes, but is not limited to: the algorithmic logic of the VIBI engine, the matching parameters of the 2 km Geo-Fence, the V-Minute internal economic structures, pre-release Beta software features, and the verified corporate credentials of other Users.
- **B. Mutual Non-Disclosure:** The Parties shall not at any time divulge, screenshot, screen-record, or allow to be divulged to any third party or competitor, any Confidential Information. You explicitly agree not to harvest or publicly expose the corporate affiliations or commute routes of your matched peers.
- **C. Exceptions for Public Domain & Legal Compulsion:** The obligations of secrecy shall not apply to information that enters the public domain without breach by either Party. No Party shall be precluded from disclosing information if strictly compelled by a binding court order or valid legal proceeding, provided the Company is notified prior to such disclosure.
- **D. Perpetual Survival:** The obligations regarding confidentiality and trade secrecy under this clause are absolute and shall survive the termination, suspension, or deletion of your User account and these Terms.

16. GOVERNING LAW & DISPUTE RESOLUTION

- **A. Governing Law:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.
- **B. Exclusive Jurisdiction:** Because the Platform's core operational footprint is strategically centralized across the Chennai IT corridors, both Parties irrevocably agree that all legal proceedings or disputes shall be submitted to the exclusive jurisdiction of the competent courts of **Chennai, Tamil Nadu, India**.
- **C. Amicable Resolution:** In the event of a dispute arising out of or relating to these Terms, the algorithmic matching, or the V-Minute economy, the Parties shall first endeavor to resolve the dispute amicably within fifteen (15) days from the date on which the dispute was formally notified in writing to the Company.
- **D. Binding Arbitration:** Failing amicable resolution within the 15-day period, to the extent permitted by applicable law, all disputes or differences whatsoever shall be settled by a sole arbitrator nominated by the Company as per the Arbitration and Conciliation Act, 1996 (as amended). The venue and seat of the arbitration shall be

strictly in **Chennai, Tamil Nadu**. The award of the arbitrator shall be final, binding, and conclusive on both You and the Platform.

17. MODIFICATION OF TERMS

- **Unilateral Amendment Right:** The Company reserves the absolute right to modify, amend, or update these Terms, the VIBI algorithmic parameters, the Corporate Firewall requirements, and the V-Minute economy rules at any time, with or without prior direct notice to the User.
- **Implied Consent:** Your continued access to the Corporate Firewall or use of the Platform after any such amendment becomes effective constitutes your absolute and legally binding consent to the amended Terms.
- **User Responsibility:** You shall, at all times, be solely responsible for regularly reviewing the Terms on the Platform. If you object to any amended Term, your sole and exclusive remedy is to permanently delete your account and cease using the Services.

18. COMMUNICATIONS & GRIEVANCE REDRESSAL

- **Electronic Communication:** We may communicate with you strictly via your verified corporate email, registered mobile number, or electronic push notifications deployed directly through the Varadhi App.
- **Official Notices:** All formal legal notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier, or official email to the registered addresses of the Parties. The Company shall issue notices to Users via the contact details provided during the Corporate Verification process.
- **Support & Dispute Timelines:** You may contact us or raise a support ticket by writing an email to **support@varadhiclub.com**. The Company shall make its best commercial endeavor to review, process, and address the ticket within **15 (fifteen) days** from the date on which it was raised. However, the Company explicitly reserves the right to extend this timeline for complex issues involving V-Minute financial audits, transit fraud investigations, or algorithmic Trust Score disputes, without constituting a breach of these Terms.

19. TERMINATION & ACCOUNT EXILE (THE BLACKLIST PROTOCOL)

The Platform is a gated, enterprise-grade community. Without limiting other legal or algorithmic remedies, the Company reserves the absolute right to suspend, freeze, or permanently terminate any User account, sweep wallet assets (including V-Minutes and V-Lives), and refuse all future Services if:

- **A. Corporate Firewall Breach:** You breach these Terms, or We are unable to verify, authenticate, or maintain the active status of your B2B corporate credentials (e.g., you lose access to your verified @company.com email).
- **B. Algorithmic Failure (Low VTS):** Your Varadhi Trust Score (VTS) falls below the Platform's acceptable minimum threshold due to poor Peer Behavioral Verification, consistent punctuality failures, or violation of the V-Wait Protocol.
- **C. Ecosystem & Transit Fraud:** The VIBI engine detects or suspects that you have engaged in telemetry manipulation, GPS spoofing, V-Minute farming, or any fraudulent activity in connection with the Platform.

- **D. Regulatory & Financial Risk:** We believe that your actions may cause financial loss to the Platform, or risk subjecting Us to regulation by any state government as a commercial taxi operator, transport agency, or gig-worker employer.
- **E. Unprofessional Conduct:** You misuse the Platform, harass other corporate peers, or behave in a manner that violates standard B2B workplace conduct, safety protocols, or local laws.

20. CONSEQUENCES OF BREACH & ASSET FORFEITURE

- **Asset Confiscation (The Corporate Sweep):** In the event of account suspension or termination due to fraud, route deviation, manipulation of the VTS, or breach of the Corporate Firewall, the Platform reserves the absolute right to permanently confiscate all accrued V-Minutes, V-Lives, and Referral Royalties in the User's wallet. These confiscated internal assets will be immediately swept into the Varadhi Corporate Treasury without any fiat compensation or refund.
- **The VIBI Blacklist & Data Retention:** Upon termination for a breach of these Terms, We reserve the right to retain an archived cryptographic hash of your corporate credentials, vehicle registration, and identity documents as required by law and to enforce a permanent platform blacklist. We maintain sole discretion to bar your use of the Services indefinitely.
- **Immediate Access Revocation:** The Company reserves the right to render the Platform and the Corporate Firewall inaccessible to the breaching User (temporarily or permanently) with or without notice, and without prejudice to further legal claims We may choose to initiate in the competent courts of Chennai.
- **Peer-to-Peer Dispute Release:** In the event that You have a physical, financial, or behavioral dispute with one or more Users (whether a Pro, Member, or VTS User), You explicitly agree to fully release the Company, its officers, directors, and agents from all claims, demands, and damages (actual and consequential) of every kind and nature, arising out of or in any way connected to such disputes.

21. MISCELLANEOUS (GENERAL PROVISIONS)

- **No Waiver:** Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches of the VIBI protocol, the Corporate Firewall, or these Terms.
- **Independent Status (No Gig-Work):** You agree and explicitly acknowledge that no agency, partnership, joint venture, employment, or commercial gig-worker relationship is created between You and the Company under these Terms. Users operate strictly as independent corporate peers sharing a commute.
- **Non-Assignment & Identity Lock:** Your account and internal V-Minute ledger are strictly tied to your verified Corporate Identity. You must not assign, transfer, trade, or otherwise encumber your account, V-Lives, or any rights or obligations under these Terms to any other person. No provision of these Terms shall be enforceable by a third party.

- **Survival:** All provisions of these Terms which by their inherent nature should survive termination—including, as we have already established, those relating to algorithmic immunity, limitations of liability, indemnity, asset forfeiture, confidentiality, and governing law—shall survive any termination, account deletion, or expiration of this Agreement.
- **Entire Agreement:** This Agreement sets forth the entire understanding and agreement between the Users and the Platform with respect to the subject matter hereof, superseding any prior verbal or written communications or promotional materials.

Intellectual Property Ownership: All intellectual property rights, title, and interest in the Platform, the Varadhi brand, the VIBI engine, the Varadhi Trust Score (VTS) algorithm, the V-Minute economy architecture, and all underlying software code, UI/UX designs, and logos belong solely and exclusively to Varadhi Tech Mobility Pvt Ltd. Your use of the Services does not grant you any ownership rights or licenses to our intellectual property.