**Privacy Policy and Terms & Conditions**

**DriWE Smartech Pvt. Ltd.**

**TERMS AND CONDITIONS**

1. Introduction

Welcome to DriWE ("the App"), a ride-hailing platform operated by DriWE Smartech Pvt. Ltd. ("we", "us", or "our"). These Terms and Conditions ("Terms") govern your use of the DriWE App and its services. By downloading, installing, or using the App, you agree to comply with these Terms.

If you do not agree to these Terms, you must refrain from using the App.

2. Eligibility

* You must be at least 18 years old to use the App.
* You must have a valid mobile device, internet connection, and access to authorized platforms (e.g., Google Play Store) to download the App.
* Drivers must possess:
  + A valid driving license;
  + Vehicle registration documents;
  + Comprehensive insurance coverage as per applicable local laws.

3. User Accounts

* To use the App, you must create an account by providing accurate information, including your name, phone number, email address, and payment details.
* You are solely responsible for maintaining the confidentiality of your account credentials.
* We reserve the right to suspend or terminate accounts that violate these Terms or engage in fraudulent activities, without prior notice.

4. Services

* The App connects riders ("Users") with drivers ("DriWErs") for transportation services.
* We act as an intermediary and do not own, operate, or maintain vehicles used for rides.
* Users can book rides, track trips in real-time, and make payments through the App.

5. Payment Terms

* Payments for rides are processed through secure payment gateways integrated into the App.
* Fares are calculated based on:
  + Distance traveled;
  + Time taken;
  + Applicable taxes;
  + Dynamic pricing during peak hours.
* Payment methods include cash, credit/debit cards, and digital wallets.
* Any disputes regarding fares must be reported within 7 days of the ride. Failure to report within this timeframe may result in forfeiture of the claim.

6. Cancellation Policy

* Users:
  + You may cancel rides before the driver starts the trip. A cancellation fee may apply if the cancellation occurs after the driver has been assigned.
* Drivers:
  + Drivers may cancel rides only under exceptional circumstances (e.g., safety concerns). Frequent cancellations by drivers may result in penalties, including suspension or termination of their accounts.

7. Liability Disclaimer

* We are not liable for any damages, injuries, or losses incurred during rides unless caused by our gross negligence or willful misconduct.
* Drivers are independent contractors and are solely responsible for their actions, including compliance with traffic laws and safety standards.
* Users assume full responsibility for ensuring their safety during rides and agree to hold us harmless from any claims arising out of their use of the App.

8. Prohibited Activities

* Misuse of the App, including harassment, fraud, or illegal activities, is strictly prohibited.
* Users must not:
  + Share their account credentials or allow unauthorized access to their accounts;
  + Use the App for any purpose other than its intended functionality;
  + Engage in activities that violate applicable laws or harm the App’s integrity.

9. Intellectual Property

* All content, logos, trademarks, and software associated with the App are the property of DriWE Smartech Pvt. Ltd. and are protected by intellectual property laws.
* Unauthorized use, reproduction, or distribution of any materials is strictly prohibited.

10. Modifications to Terms

* We reserve the right to update these Terms at any time. Changes will be effective upon posting on the App or website.
* Continued use of the App after changes constitutes acceptance of the updated Terms.

**PRIVACY POLICY**

1. Information Collection

We collect the following information to provide and improve our services:

* Personal Information: Name, phone number, email address, location data.
* Payment Information: Credit/debit card details or digital wallet information.
* Usage Data: Ride history, preferences, and interactions with the App.

2. Use of Information

* To facilitate ride bookings and process payments.
* To personalize user experience and improve service quality.
* To comply with legal obligations and resolve disputes.

3. Data Sharing

We may share your information with:

* Drivers for ride coordination;
* Third-party service providers (e.g., payment processors);
* Law enforcement agencies when required by law.

4. Data Security

* We implement industry-standard security measures to protect your data.
* However, no method of transmission over the internet is completely secure, and we cannot guarantee absolute security.

5. User Rights

You have the right to:

* Access, correct, or delete your personal information;

Withdraw consent for data processing (subject to applicable laws).

* To exercise these rights, contact us at support@driwe.com .

GOOGLE PLAY STORE COMPLIANCE

1. Content Guidelines

* The App complies with Google Play Store's content policies, including restrictions on violence, hate speech, and adult content.
* The App does not promote gambling, alcohol, or tobacco products.

2. Advertising and Monetization

* The App does not display intrusive ads or engage in deceptive practices.
* In-app purchases and subscriptions are clearly disclosed.

3. Permissions

* The App requests necessary permissions, such as location access, to enhance user experience and ensure safety.
* Users can manage permissions through their device settings.

4. Updates and Maintenance

* Regular updates are released to fix bugs, improve performance, and add new features.
* Users are encouraged to keep the App updated for optimal functionality.

REFUND AND SUPPORT POLICY

1. Refunds

* Refunds for ride fares are issued only in cases of overcharging or technical errors.
* Requests must be submitted via the App's support section within 7 days of the ride.

2. Customer Support

For assistance, users can contact our support team at:

* Email: support@driwe.com
* Phone: +91
* In-App Chat Support

DISPUTE RESOLUTION

1. Governing Law

* These Terms are governed by the laws of India, and any disputes shall be subject to the exclusive jurisdiction of courts in Pune, Maharashtra.

2. Arbitration

* Disputes between users and DriWE may be resolved through arbitration in accordance with Indian Arbitration laws.
* Arbitration shall be conducted in Pune, India, and all proceedings shall be in the English language.

ACKNOWLEDGMENT

By using the DriWE App, you acknowledge that you have read, understood, and agreed to these Terms, Conditions, and Policies. If you do not agree, please refrain from using the App.