

MOVA

TERMS AND CONDITIONS OF USE

For Customers | Version 1.0 | Effective: April 12, 2026 | Jurisdiction: India

Please read these Terms and Conditions carefully before using the MOVA mobile application or platform. By registering, accessing, or using MOVA, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the platform.

These Terms govern your use of MOVA as a customer booking vehicles — whether through official rental operators (yellow number plate) or through peer-to-peer car sharing (white number plate). These Terms are governed by Indian law including the Information Technology Act 2000, Consumer Protection Act 2019, Motor Vehicles Act 1988, and applicable RBI guidelines.

1. DEFINITIONS

Term	Definition
Platform	The MOVA mobile application, website, and all related services.
Customer / You	A registered user who books vehicles through MOVA for personal use.
Rental Vendor	A commercially registered vehicle operator (yellow number plate) listed on MOVA.
Car Sharing Vendor	A private individual (white number plate) listing their personal vehicle for peer-to-peer rental.
Booking	A confirmed reservation of a vehicle through the MOVA platform.
Trip	The period from vehicle pickup to vehicle return as recorded on the MOVA platform.
KYC	Know Your Customer — identity verification using your Driving Licence and government-issued ID.
MOVA / We / Us	MOVA Technologies Pvt. Ltd., the company operating the platform.
Force Majeure	Events beyond either party's control including natural disasters, strikes, government orders, pandemics.

2. ELIGIBILITY & ACCOUNT REGISTRATION

2.1 Eligibility Requirements

To use MOVA as a customer, you must:

- Be at least 18 years of age

- Hold a valid, current driving licence issued by a competent Indian authority for the category of vehicle you intend to rent
- Provide accurate and truthful registration information
- Not be prohibited from using the platform under any applicable law
- Complete KYC verification as required by MOVA before making a booking

2.2 Account Responsibility

You are responsible for all activity on your account. You must:

- Keep your login credentials secure and not share them with anyone
- Notify MOVA immediately at support@mova.in if you suspect unauthorised access to your account
- Ensure your registered mobile number and email are kept current

⚠ MOVA will never ask for your password, OTP, or full card details via call, SMS, or email. Do not share these with anyone claiming to represent MOVA.

3. KYC & IDENTITY VERIFICATION

Before making your first booking, you must complete KYC verification. This requires submission of:

- Your Driving Licence (front and back) — to verify you are legally eligible to drive
- A government-issued photo ID (Aadhaar card or equivalent) — to verify your identity

KYC verification is mandatory and non-negotiable. MOVA reserves the right to refuse or cancel bookings if KYC is not completed, expired, or found to be fraudulent.

Aadhaar Note: We handle your Aadhaar data per UIDAI guidelines. Only the last 4 digits of your Aadhaar are retained. We do not store the full Aadhaar number.

MOVA may periodically request re-verification of your identity or driving licence, particularly if your licence approaches expiry.

4. BOOKINGS & RESERVATIONS

4.1 Making a Booking

When you make a booking through MOVA:

- You confirm that you are the person who will drive the vehicle and that your driving licence is valid for the vehicle category

- You agree to the rental price, pickup time, return time, and all other booking details displayed at the time of confirmation
- A booking is confirmed only after successful payment processing and a confirmation notification is sent to you
- Booking a car-sharing vehicle also constitutes your agreement to the car-sharing specific terms in Section 8

4.2 Booking Modifications

Booking modifications (changes to time, vehicle, or location) are subject to availability and may attract additional charges. Not all bookings can be modified. Refer to the app for modification options applicable to your booking type.

4.3 Cancellations & Refunds

Cancellation Time	Refund	Cancellation Fee
More than 24 hours before pickup	Full refund	None
12–24 hours before pickup	Partial refund (75%)	25% of booking amount
Less than 12 hours before pickup	No refund	Full booking amount
No-show (vehicle not picked up)	No refund	Full booking amount
Cancellation by MOVA or Vendor	Full refund within 5–7 business days	None

Refunds are processed to the original payment method within 5–7 business days. Processing timelines may vary depending on your bank or payment provider.

5. PRICING & PAYMENTS

5.1 Rental Charges

Rental pricing is displayed at the time of booking and may include:

- Base rental rate (per hour, per day, or per kilometre as applicable)
- Fuel charges (where applicable based on booking type)
- Insurance charges (if trip insurance is selected)
- Late return fees (if the vehicle is returned after the agreed time)
- Damage charges (if vehicle damage is identified at return)
- Applicable GST

5.2 Payment Processing

Payments are processed through Razorpay or Cashfree Payments, which are PCI-DSS compliant gateways regulated under RBI guidelines. MOVA does not store your card number, CVV, or UPI PIN. Accepted payment methods include debit/credit cards, UPI, net banking, and MOVA wallet (where available).

5.3 Late Return

If you return the vehicle after the scheduled return time, additional charges will apply as shown in the app at the time of booking. Continued possession of the vehicle beyond the agreed return time without extension approval may be treated as unauthorised use.

5.4 Security Deposit

MOVA or the vendor may require a refundable security deposit at the time of booking. This deposit will be refunded within 5–7 business days after successful trip completion and vehicle inspection, subject to deductions for any damage, excess mileage, or late return charges.

6. CUSTOMER RESPONSIBILITIES DURING RENTAL

6.1 Before Pickup

Before accepting the vehicle, you must:

- Inspect the vehicle thoroughly and note any pre-existing damage in the MOVA app at pickup
- Take timestamped photos of the vehicle exterior, interior, fuel level, and odometer
- Report any discrepancy between the vehicle condition and what was listed on the platform to MOVA immediately
- Ensure you hold a valid driving licence for the category of vehicle

6.2 During the Trip

During the rental period, you are responsible for:

- Driving the vehicle safely and in compliance with all applicable traffic laws and the Motor Vehicles Act 1988
- Not allowing any person other than yourself (or an approved additional driver if listed) to drive the rented vehicle
- Keeping the vehicle locked and secure when unattended
- Not using the vehicle for any illegal purpose, racing, off-road driving, or activities not permitted by the vehicle's insurance
- Not driving under the influence of alcohol, narcotics, or any substance that impairs driving ability
- Not transporting prohibited goods or materials
- Complying with all applicable toll, traffic, and parking laws — any fines or challans incurred during your trip are your sole responsibility
- Maintaining the vehicle's fuel level as agreed at the time of booking

6.3 In Case of Accident or Breakdown

In the event of an accident, breakdown, or emergency during your trip:

1. Ensure the safety of all parties involved and call emergency services if required (Police: 100, Ambulance: 108)
2. Do not move the vehicle from the accident scene until required by law enforcement
3. Notify MOVA immediately via the in-app emergency contact or helpline
4. File an FIR with the local police and share a copy with MOVA
5. Do not admit liability or sign any documents on behalf of MOVA or the vehicle owner
6. Cooperate fully with MOVA's claims process and provide all required documentation

6.4 Vehicle Return

At the time of return:

- Return the vehicle to the agreed drop-off location at the agreed time
- Take timestamped photos of the vehicle condition, fuel level, and odometer at return
- Hand over all keys and accessories provided at pickup
- Any damage not documented at pickup and discovered at return will be your responsibility unless you can demonstrate it pre-existed

7. PROHIBITED USES

You must NOT use the MOVA platform or any rented vehicle for:

- Any unlawful, fraudulent, or unauthorised purpose
- Subletting or re-renting the vehicle to any third party
- Using the vehicle for commercial purposes (taxi, delivery, logistics) unless explicitly authorised
- Transporting animals without vendor consent
- Smoking inside the vehicle (where prohibited by the vendor listing)
- Any activity that would void the vehicle's insurance
- Creating fake accounts or providing false KYC documents — this constitutes a criminal offence under the IT Act 2000 and IPC
- Harassing, threatening, or abusing any MOVA vendor, staff, or other user
- Reverse engineering, scraping, or misusing the MOVA platform

⚠ Violation of prohibited use terms may result in immediate termination of your booking, forfeiture of the security deposit, recovery of damages from you, and/or legal action under applicable Indian law.

8. CAR SHARING — ADDITIONAL TERMS

When you book a vehicle through MOVA's peer-to-peer car sharing feature (white number plate vehicles listed by private individuals), the following additional terms apply in addition to all other provisions in these Terms:

8.1 Relationship with Car Sharing Vendor

In a car-sharing booking, MOVA acts as a marketplace platform and intermediary. The rental agreement is between you and the private vehicle owner. MOVA facilitates the transaction, provides dispute resolution services, and maintains safety standards but is not a party to the rental agreement itself.

8.2 Vehicle Condition Photos — Mandatory

For all car-sharing bookings, you are required to photograph the vehicle at both pickup and drop-off. These photos are time-stamped and stored by MOVA for 90 days for dispute resolution. Failure to take pickup photos means you accept the vehicle in its listed condition and waive the right to dispute pre-existing damage.

8.3 Communication with Owner

All communication with the vehicle owner must take place through MOVA's in-app calling or chat feature. Direct exchange of personal contact details with the vehicle owner outside the platform is not recommended and removes MOVA's ability to mediate disputes or ensure your safety.

8.4 Insurance

Car-sharing vehicles are privately owned. Insurance coverage may differ from commercially registered vehicles. You should review the insurance details of the vehicle as shown in the listing before confirming the booking. MOVA strongly recommends selecting trip insurance where available. MOVA is not responsible for insurance shortfalls on privately owned vehicles beyond the coverage verified at the time of vendor onboarding.

8.5 Dispute Resolution for Car Sharing

In the event of a dispute between you and the vehicle owner regarding damage, missing items, or trip records, MOVA will act as a neutral mediator. MOVA's decision, based on platform data including photos, GPS records, and app logs, is final for disputes submitted within 24 hours of trip end.

9. INSURANCE

Vehicles listed on MOVA carry insurance as verified by MOVA at the time of vendor onboarding. However:

- MOVA does not underwrite insurance and is not an insurance provider
- Third-party insurance is mandatory under the Motor Vehicles Act 1988 for all vehicles
- Comprehensive/own damage coverage varies by vehicle and vendor
- Trip insurance (where offered) is provided by MOVA's insurance partners and is subject to their policy terms
- Insurance claims are processed by the respective insurer and are subject to their investigation and approval
- Any damage resulting from reckless driving, DUI, prohibited use, or violation of these Terms will not be covered by insurance

10. LIMITATION OF LIABILITY

10.1 MOVA's Role

MOVA is a technology platform that connects customers with vehicle rental providers. MOVA does not own the vehicles listed on the platform (except where explicitly stated) and is not the employer of any vendor.

10.2 Limitation

To the fullest extent permitted by applicable Indian law, MOVA's total liability to you for any claim arising from your use of the platform shall not exceed the total amount paid by you for the specific booking giving rise to the claim.

10.3 Exclusions

MOVA is not liable for:

- Personal injury, death, or property damage arising during your use of a rented vehicle, subject to applicable insurance
- Vehicle breakdown, delays, or mechanical failures
- Acts of the vehicle owner in car-sharing arrangements
- Traffic fines, challans, toll violations, or parking penalties incurred during your trip
- Loss or theft of personal belongings left in the vehicle
- Force majeure events
- Any indirect, consequential, or incidental losses

Nothing in these Terms excludes or limits MOVA's liability for death or personal injury caused by MOVA's own negligence, or any liability that cannot be excluded under Indian law.

11. ACCOUNT SUSPENSION & TERMINATION

11.1 Suspension by MOVA

MOVA may suspend or terminate your account with immediate effect if:

- You provide false or fraudulent KYC documents
- You violate any of the prohibited uses listed in Section 7
- You fail to return a rented vehicle by the agreed time without communication
- You cause damage to a vehicle and refuse to cooperate with the claims process
- Your driving licence is found to be invalid, suspended, or expired
- You have outstanding unpaid dues to MOVA or any vendor
- You engage in abusive behaviour towards MOVA staff, vendors, or other users

11.2 Termination by You

You may delete your account at any time from Settings → Account → Delete Account in the MOVA app. Upon deletion, your personal data will be handled as per MOVA's Privacy Policy. Active bookings must be completed or cancelled before account deletion.

11.3 Effect of Termination

Upon termination, your right to access and use the MOVA platform ceases immediately. Any outstanding dues or liabilities survive termination.

12. INTELLECTUAL PROPERTY

The MOVA platform, including but not limited to its software, design, logos, trademarks, and content, is the exclusive property of MOVA Technologies Pvt. Ltd. and is protected under Indian intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable licence to use the MOVA app solely for personal, non-commercial use of the platform as a customer. You must not copy, modify, distribute, reverse engineer, or create derivative works from any part of the platform.

13. DISPUTE RESOLUTION & GRIEVANCES

13.1 Customer Grievance Process

If you have a complaint regarding a booking, vendor, or platform experience:

7. First, use the in-app support chat or Help Centre to raise a ticket
8. If unresolved, email grievance@moval.in with your booking ID and details
9. For escalated issues, contact the designated Grievance Officer (details below)

13.2 Resolution Timeline

MOVA will acknowledge complaints within 7 days and endeavour to resolve them within 30 days, as required under the Consumer Protection (E-Commerce) Rules 2020.

13.3 Governing Law & Jurisdiction

These Terms are governed by the laws of India. Any dispute arising from these Terms or your use of MOVA shall be subject to the exclusive jurisdiction of competent courts in [Your City, State], India.

Grievance Officer: [Grievance Officer Name] | Designation: Grievance Officer | Email: grievance@moval.in | Phone: +91-XXXXXXXXXX | Address: MOVA Technologies Pvt. Ltd., [Registered Address], India

14. USER CONTENT & CONDUCT

When you submit reviews, ratings, photos, or any other content through the MOVA platform:

- You confirm the content is accurate, honest, and does not violate anyone's rights
- You grant MOVA a non-exclusive, royalty-free licence to use the content on the platform
- You must not post defamatory, abusive, obscene, or fraudulent content
- MOVA reserves the right to remove any user content that violates these Terms or applicable law

15. CHANGES TO THESE TERMS

MOVA reserves the right to update or modify these Terms at any time. When we make material changes, we will notify you via in-app notification and/or email to your registered address, and will update the 'Effective Date' at the top of this document. Continued use of MOVA after the effective date of updated Terms constitutes your acceptance of those Terms.

16. GENERAL PROVISIONS

- Entire Agreement: These Terms, together with the Privacy Policy, constitute the entire agreement between you and MOVA regarding your use of the platform.
- Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions remain in full force and effect.
- Waiver: Failure by MOVA to enforce any right or provision does not constitute a waiver of that right.
- Assignment: You may not assign your rights under these Terms to any other person without MOVA's written consent.
- Language: These Terms are written in English. In the event of any translation, the English version prevails.

17. CONTACT INFORMATION

MOVA Technologies Pvt. Ltd.

Customer Support: support@mova.in

Privacy Queries: privacy@mova.in

Grievances: grievance@mova.in

Phone: +91-XXXXXXXXXX

Address: [Full Registered Address], India

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IT Act 2000 · Consumer Protection Act 2019 · Motor Vehicles Act 1988 · DPDPA 2023