

LaBasam Private Limited – Terms of Service

Last Updated: April 23, 2025

AGREEMENT TO OUR LEGAL TERMS

We are LaBasam Private Limited (“LaBasam,” “Company,” “we,” “us,” or “our”).

We operate the LaBasam digital platform, including the mobile application, website, APIs, and any related products or services that refer or link to these Legal Terms (collectively, the “Services”).

You can contact us by email at info@labasam.com or by mail at Sitalbasti -8, Tarakeshwor, Kathmandu, Nepal.

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you”), and LaBasam, concerning your access to and use of the Services. By accessing or using the Services, you confirm that you have read, understood, and agree to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, YOU MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICES.

Supplemental terms, policies, or documents posted on the Services are expressly incorporated by reference. We reserve the right to modify these Legal Terms at any time. Changes will be reflected by updating the “Last Updated” date, and your continued use of the Services constitutes acceptance of the revised Terms.

We recommend that you print a copy of these Legal Terms for your records.

1. OUR SERVICES

The information provided through the Services is intended only for lawful use. Persons accessing the Services from locations where it would be unlawful to do so are responsible for compliance with local laws.

LaBasam offers the following Services:

- Ride-sharing and trip booking
- Fare bidding and negotiation

- Female-only “Pink Mode” service
- 24/7 offline booking via call center
- Rewards, incentives, and giveaways
- Planned expansion to food delivery, merchant services, and student incentive programs

We may modify, suspend, or discontinue any Service at our discretion.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

- Users must be at least 18 years old and have legal capacity.
- Registration requires accurate information.
- Users must maintain account confidentiality and promptly report unauthorized access.
- LaBasam may suspend or terminate accounts with false, fraudulent, or prohibited activity.

3. DESCRIPTION OF THE PLATFORM

LaBasam is a technology intermediary connecting Riders, Drivers, Commuters, and Partners. LaBasam does not own or operate vehicles.

4. USER CONDUCT

Users must not:

- Violate applicable laws
- Harass, threaten, or harm others
- Submit false or misleading information
- Interfere with Platform operations

- Reverse-engineer or exploit the Services
- Abuse fare bidding or engage in fraudulent activity

LaBasam may investigate and take corrective action, including account suspension or termination.

5. PAYMENT TERMS

- Fares are displayed before confirmation; in Fare Bidding, final fares require agreement by all parties.
- Accepted methods: Cash, mobile wallets, and payment cards (where available).
- Service fees and surcharges may apply.
- Cancellation fees may apply.
- Users comply with all Nepalese tax and financial regulations.

6. DRIVER AND RIDER RESPONSIBILITIES

Drivers: Must hold valid licenses, maintain safe vehicles, follow traffic laws, treat Riders professionally, and accept trips responsibly.

Riders: Must provide accurate trip info, treat Drivers respectfully, make timely payments, and avoid misconduct.

LaBasam may mediate disputes but is not liable for conflicts between Users.

7. REFERRALS AND PROMOTIONS

- Referral rewards may include ride credits, discounts, giveaway entries, and promotional rewards.
- Rewards are non-transferable and may be modified or discontinued.

8. REWARDS AND INCENTIVES

- Riders earn points for completed trips, redeemable for discounts or partner offers.
- Drivers may earn incentives based on trip volume, performance, high-demand activity, and professional conduct.
- Programs may change at LaBasam's discretion.

9. LABASAM GIVEAWAY

- Entries earned through trips or eligible activities.
- Monthly draws occur the first week of every month.
- Prizes include cash, vouchers, ride credits, smartphones, and partner offerings.
- Identity verification may be required before awarding prizes.

10. STUDENT INCENTIVE PROGRAM

- Verified student drivers may qualify for Saturday Payout Privilege (100% fare earnings).
- Must complete at least 5 rides daily from Sunday to Friday.
- Program may change without notice.

11. APP PERMISSIONS

- Platform may request GPS, camera, contacts, and storage access.
- Restricting permissions may affect functionality.

12. THIRD-PARTY SERVICES

- Includes mapping, payment gateways, and analytics tools.
- LaBasam is not responsible for third-party terms or performance.

13. INTELLECTUAL PROPERTY RIGHTS

- All content, logos, and software are LaBasam property.
- Users have a limited, revocable, non-transferable license for lawful use only.
- Unauthorized copying, modification, or distribution is prohibited.

14. LIMITATION OF LIABILITY

- LaBasam is not liable for direct, indirect, incidental, or consequential damages, including loss of profits, data, or goodwill.
- Platform is provided “as is” and “as available.”

15. DISCLAIMER

- No guarantee of trip availability, continuous service, map/GPS accuracy, user behavior, or driver earnings.

16. DATA PROTECTION AND PRIVACY

- Personal data is processed according to the LaBasam Privacy Policy, forming part of this Agreement.

17. TERMINATION

- LaBasam may suspend or terminate access for violation of this Agreement, fraud, illegal activities, or security risks.
- Upon termination, access to the Platform ceases immediately.

18. FORCE MAJEURE

- LaBasam is not liable for delays or failures due to events beyond its control, including natural disasters, strikes, government restrictions, or internet outages.

19. AMENDMENTS

- LaBasam may update this Agreement at any time. Continued use constitutes acceptance of changes.

20. GOVERNING LAW AND JURISDICTION

- Governed by Nepalese law.
- Disputes fall under the exclusive jurisdiction of the courts in Kathmandu, Nepal.

21. CONTACT INFORMATION

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