

USER AGREEMENT

By registering with AHAD_____ (hereinafter referred to as "the Site"), you are confirming that you have read these terms and conditions of your use of the Site and agree to abide by the same. These terms and conditions (hereinafter referred to as the "User Agreement") constitute your binding obligations towards AHAD Auto Technologies Pvt. Ltd. (hereinafter referred to as "AHAD" or "we" or "us"). This User Agreement is effective upon acceptance of registration for new registering users. AHAD may amend the User Agreement at any time by posting the amended terms on the Site. All amended terms shall automatically become effective and any subsequent use of the Site shall be governed by such amended terms. In addition, we will notify you in accordance with your notification preferences. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement. If any clause of the User Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and AHAD's Privacy Policy, which include terms and conditions expressly set out below and those incorporated by reference, before you may become a member of AHAD. AHAD's Privacy Policy may be viewed by clicking on the following link: [Privacy Policy](#)

Please note: underlined words and phrases are links to the pages and websites. By accepting this User Agreement, you also agree that your use of websites of our subsidiaries and affiliates will be governed by the User Agreement and the Privacy Policy posted on those websites.

1. Membership Eligibility

Full use of the Site is available only to persons who can form legally binding contracts with AHAD under the applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site. The Site is not available to persons whose membership has been suspended or terminated by AHAD. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement.

2. Your Account and Registration Obligations

If you use the Site, you are responsible for maintaining the confidentiality of your account like email ID , Password, etc. and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or Password. You agree to:

- a) Provide true, accurate, current and complete information about yourself as prompted by registration form available on the Site (such information being the "Registration Data"); and
- b) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or AHAD has a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, AHAD has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

3. Electronic Communications

When you visit the Site, send SMSs, notifications or emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, SMS or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. Fees and Services

Membership on the Site is free. AHAD does not charge any fee for browsing on the Site. However, AHAD reserves the right to change its fee charging and credit policies from time to time. In particular, AHAD may at its sole discretion introduce new services and modify some or all of the existing services offered on the Site. In such an event, AHAD reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee and credit policies shall be posted on the Site and such changes shall automatically become effective immediately after they are posted on the Site. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You are responsible for paying all fees associated with the use of the Site and you agree to bear any and all applicable taxes, charges etc. levied thereon. AHAD reserves the right to issue a warning, temporarily /indefinitely suspend or terminate your membership and refuse to provide you with access to the Site in case of non-payment of fees by you to AHAD. AHAD also reserves the right to take legal action in case of non-payment of fees by you to AHAD.

5. Use of the Site

You agree, undertake and confirm that your use of the Site shall be strictly governed by the following binding principles:

A. For the Website

- a) "Your Information" is defined as any information you provide to us in the registration, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act as a passive conduit between you and your associates/partners/service providers/principals/agents.
- b) Your Information shall not be false, inaccurate or misleading.
- c) You agree to supply us with Your Information so we can use it for the purpose of the Site and agree that we are not violating any rights you might have in Your Information. Hence you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. AHAD will only use Your Information in accordance with the User Agreement and AHAD's Privacy Policy. Further, you acknowledge, authorize and consent to AHAD sharing your information with associates/partners/service providers/principals/agents, as the case may be in the course of its business. You further acknowledge and agree that you will not share any sensitive personal data or information as defined in Rule 3 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, on the Site with any participant in the Site(including AHAD) and that you will always be compliant with AHAD's Privacy Policy.
- d) You will not disclose your contact details like phone number, address, email address other than in the specified place in the form, or anywhere on the Site including the feedback area, discussion forum or through any e-mail feature to bypass AHAD.

B. License restriction for the mobile application

Except as expressly set out in these Terms of Use or as permitted by any local law, you agree:

- (a) That you do not become the owner of the application, and it is licensed to you for use
- (b) Not to copy the Application except where such copying is incidental to normal use of the Application, or where it is necessary for the purpose of back-up or operational security;
- (c) Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Application;
- (d) Not to make alterations to, or modifications of, the whole or any part of the Application, or permit the Application or any part of it to be combined with, or become incorporated in, any other programs;
- (e) Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Application or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Application with another software program, and provided that the information obtained by you during such activities:
 - (i) Is used only for the purpose of achieving inter-operability of the Application with another software program;
 - (ii) Is not unnecessarily disclosed or communicated without AHAD's prior written consent to any third party; and
 - (iii) Is not used to create any software that is substantially similar to the Application;
- (f) To keep all copies of the Application secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Application;
- (g) To include AHAD's copyright notice on all entire and partial copies you make of the Application on any medium;
- (h) Not to provide or otherwise make available the Application in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (i) To comply with all technology control or export laws and regulations that apply to the technology used or supported by the Application or any service.

6. You further agree, undertake and confirm that while providing Your Information on the Site you shall not host, display, upload, modify, publish, transmit, update or share any information that -

- a) Belongs to another person and to which you do not have any right to;
- b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, religious relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c) May harm minors in any way;
- d) Infringes any patent, trademark, copyright or other third party proprietary rights;
- e) Violates any law in force at the time or comes in to force later;
- f) deceives or misleads AHAD and/or Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) Impersonate any other person;
- h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
- i) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

7. Privacy

We do not disclose your personal information to third parties for their marketing purposes without your explicit consent and we only use and disclose Your Information as described in the Privacy Policy. We view protection of Users' privacy as a very important community principle. We understand clearly that you and Your Information are one of our most important assets. You acknowledge and agree that Your Information and including any personal information would need to be provided by you to other Users through the Site when you seek to transact with such Users on the Site. You further agree that we have no control over the recipient Users of Your Information since such Users are selected by you when you choose to interact or transact with them.

8. Breach

Without limiting other remedies, AHAD may limit your activity, suspend or terminate your membership, and/or refuse to provide you with access to the Site:

- a) If you breach the User Agreement or the documents it incorporates by reference;
- b) If AHAD is unable to verify or authenticate any information you provide; or
- c) If it is believed that your actions may cause legal liability for you, other Users or AHAD; or
- d) If you breach any term on the website or Privacy policy or any applicable law/notification.

AHAD may at any time at its sole discretion reinstate suspended Users. A User that has been indefinitely suspended may not register or attempt to register with AHAD or use the Site in any manner whatsoever until such time that such User is reinstated by AHAD. Notwithstanding the foregoing, if you breach the User Agreement or the documents it incorporates by reference, AHAD reserves the right to recover any damages and amounts due and owing by you to AHAD and to take strict legal action including but not limited to a referral to the Cyber Crime Division / initiating criminal proceedings against you.

9. Limitation of Liability

In no event shall AHAD or its authorized dealers/service centers, our subsidiaries or affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement (however arising, including negligence). AHAD's liability in any circumstance is limited to the amount of fees, if any, paid by you to AHAD. AHAD, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, currency and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, AHAD assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

- a) Any accident or damage, however major or minor, caused to your car either during its pick-up or delivery;
- b) Any damage caused to your car or any dissatisfaction in the service rendered by the authorized dealers/service centers;
- c) The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or
- d) Any interruption or errors in the operation of the Site. You expressly understand and agree that AHAD shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if AHAD has been advised of the possibility of such damages).

10. Indemnity

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of or in connection with your breach of the User Agreement or the documents it incorporates by reference, or your use of the Site or your violation of any law or the rights of a third party.

11. Relationship and Notice

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and AHAD and you shall have no authority to bind AHAD in any manner whatsoever. Except as explicitly stated otherwise, any notices shall be given by postal mail to No.403, Akruati Laxmi, 776, Tilak road, Dadar (E) Mumbai 400-014 (in the case of AHAD) or to the email address you provide to us during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

12. Arbitration

If any dispute arises between you and AHAD during your use of the Site or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by AHAD. The place of arbitration shall be Mumbai. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

13. Governing Law

The User Agreement shall be governed and construed in accordance with the laws of India.