

POOL CUSTOMER T&C

USER TERMS AND CONDITIONS

The terms and conditions ("T&C") is applied to access and use of the applications. All the application is operated by PINGME ONLINE PRIVATE LIMITED and its subsidiaries, associates, licensees, and affiliated PINGME ONLINE PRIVATE LIMITED. PINGME ONLINE PRIVATE provides a revocable license to use the limited features of the applications and also implied PINGME ONLINE PRIVATE LIMITED is not selling any application and features or any kind of technology contained therein. In terms of INFORMATION TECHNOLOGY ACT,2000 ("IT ACT") the document is an Electronic record, therefore all the rules relating to the Electronic Records as per THE INFORMATION TECHNOLOGY ACT, 2000 is applicable.

It is generated by the computer system and all the records are in computerised form so that's why it does not require any physical and digital signature.

By continuing usage of the Application, you are consenting to be bound by this T&Cs. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE T&Cs BEFORE YOU USE THE APPLICATION AND FEATURES CONTAINED THEREIN. If you find any of the T&Cs unacceptable, do not tender your acceptance to use the Application or avail any of its features.

YOUR AGREEMENT TO THESE T&Cs SHALL OPERATE AS A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND PINGME ONLINE PRIVATE LIMITED IN RESPECT OF THE FEATURES OFFERED/AVAILED USING THE MOBILE APPLICATION.

I. DEFINITIONS

All of the defined and capitalized terms in these ("T&C") will have meaning assigned to them here below:

- **"Account"** refers to the User's account on the mobile application XOOCAR CABS enabling the use of the Application by the User.
- **"Applicable Laws"** shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court of India.
- **"Application"** shall mean the feature/category-icon "Carpool" within the mobile application "XOOCAR CABS" and shall mean and include any updates provided by PINGME ONLINE PRIVATE LIMITED from time to time.
- **"Car-pooling"** shall mean the offer of, and acceptance, by the Traveller (defined herein below) and the Co-Traveller (defined herein below) respectively to share the same Vehicle for the purposes of transportation to and from mutually agreed locations on the Application.
- **"Co-Traveller"** shall mean such User who accepts an offer by the Traveller (defined herein below) for transportation in his Vehicle (defined herein below) to and from mutually agreed locations on the Application.

- **“Custom Group”** shall mean a closed group of like-minded people created by the Users who agree to be part of the same group for the purposes of Car-pooling. The Custom Group shall be called [please insert] on the Application.
- **“ETA”** shall mean the estimated time of arrival of the Vehicle, at the pickup point of the Co-Traveller, provided by PINGME ONLINE PRIVATE LIMITED before the Ride, which may change from time to time.
- **“ETT”** shall mean the estimated travel time of the Ride, provided by PINGME ONLINE PRIVATE LIMITED during the Ride, which may change from time to time.
- **“Open Group”** shall include such Users who do not wish to carry on Car-pooling within a Custom Group and are willing to be grouped together and are grouped together with other similar Users by PINGME ONLINE PRIVATE LIMITED for the purposes of Car-pooling.
- **“Registration Data”** shall mean and may include the present, valid, true and accurate name, Email ID, age and such other information as may be required by PINGME ONLINE PRIVATE LIMITED from time to time, provided by the Users at the time of registration on the mobile application XocarXOOCAR CABS or otherwise.
- **“Ride”** shall mean the journey to and from the mutually agreed locations on the Application, by and between the Traveller and the Co-Traveller.
- **“Traveller”** shall mean such User who offers to share his Vehicle with other Users for facilitating transportation to and from mutually agreed locations on the Application.
- **“User”** shall mean persons who have created an Account and use the Application.
- **“Vehicle”** shall mean a motorcar as defined under the Motor Vehicles Act, 1988, which is owned and registered in the name of the Traveller.
- **“You”, “Your” or “Yourself”** shall mean reference to the User accessing the Application.

II. Interpretation

1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
2. Headings and captions are used for convenience only and will not affect the interpretation of the T&Cs.
3. Any reference to a natural person will, unless repugnant to the context, include his legal heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as PINGME ONLINE PRIVATE LIMITED will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

III. Eligibility

You will be **“Eligible”** to use the Application only when you fulfil all of the following conditions:

- You have attained at least 18 (eighteen) years of age.
- You are competent to enter into a contract under the Applicable Laws.

- You have no criminal antecedents and have never been convicted of any criminal offence in India.
 - You do not have any criminal proceedings pending against you in any courts in India.
2. You may avail the services on the Application only if you fulfil the conditions as mentioned in 3.1.1 to 3.1.4 above. **If You are not Eligible, please abandon any and all attempts to register or use the Application.** By continuing usage of the Application, you represent and warrant to PINGME ONLINE PRIVATE LIMITED that you satisfy the eligibility criteria listed above in clause 3.1.
 3. You shall required to update your account i.e. user profile with details to use the application. We completely rely on the information provided by you so we shall not be liable, if any information provided by you is incorrect or not accurate, we i.e. PINGME ONLINE PRIVATE LIMITED shall not be held liable if the person who uses or access your account is not eligible or competent to use the same. .
 4. we shall not held liable for any false information, records or any old or incomplete records provided by you, You shall not provide someone else information records, E-mail address, Mobile number, vehicle details or any false information that is not your personal information .
 5. It is the sole responsibility of the person itself to download the correct and accurate application from device
 6. We are not liable if the application form downloaded by you is not the update version or if your mobile does not support the device or if you downloaded a wrong version of the application from your mobile device.
 7. You shall not assign or transfer your information or your account to any third party, if you do so we are not liable for any of this conduct. In case of any unauthorized use of Your Account, you are to bring the same to our notice promptly. In the event of such unauthorized use, please immediately reach Us at WECARE@XOOCAR.COMXoocar
 8. In case, you are unable to access Your Account, please inform us at WECARE@XOOCAR.COM and make a written request for blocking your Account. We will not be liable for any unauthorized transactions made through your Account prior to the expiry of 72 (seventy two) hours after You have made a request in writing for blocking Your Account except in case of Force Majeure events which are beyond Our reasonable control.

IV. Booking process

1. The Traveller may offer to share his Vehicle with other Users on the Application and the Traveller shall share his point of origin and destination for the Ride for the said purpose.
2. The Co-Traveller may place a request for a Traveller on the Application by providing his point of origin and destination for the desired Ride.
3. The Application shall through technologically automated means connect Travellers and Co-Travellers having common or close points of origin and destinations for a Ride.

4. PINGME ONLINE PRIVATE LIMITED shall share the necessary details of the Traveller and the Co-Traveller with the other party so connected through the Application and the Co-Traveller shall have the option of accepting or rejecting the offer placed by the Traveller for the Ride between the desired points of origin and destination, until the Ride begins.
5. Only one 1 (one) Co-Traveller shall be allowed along with a Traveller in one Ride.

V. Non-Commercial Activity

1. The purpose of the Application is strictly limited to facilitating sharing of Vehicles between Travellers and Co-travellers for a Ride. The Application shall under no circumstances be used to offer or accept Car-pooling services for hire or reward or profit or any commercial or professional benefit. The Application is only a communication platform intended to connect Travellers with Co-travellers en-route the Traveller's destination point.
2. You agree not to demand any reward or make profit in any form, from any Ride.
3. You shall not offer any services whatsoever including without limitation package deliveries, additional drop-offs and pick-ups of any other person en-route the destination or at any other point during the Ride.

VI. Users Obligations

1. For car pooling you place a request only through the application. By this you agree and understand that the use of the application is only for the purpose of yourself only. It shall not be used on behalf of other party under any circumstances. Once the ride is confirmed you are not supposed to change the drop location.
2. You are expected to
 - (a) Behave in a disciplined and decent manner;
 - (b) Refrain from disturbing, misbehaving with each other, or in any other manner adversely affecting the quality of the Ride.
3. You are expected to avoid talking loudly over the phone.
4. You are expected not to use foul language in the Vehicle.
5. You are expected not to share your personal information with each other. You maintain decorum and refrain from indulging in heated discussions or debate(s) with each other.
6. You are expected to avoid getting personal or overtly friendly with each other.
7. You are expected not to consume eatables (including alcohol or any other intoxicating beverages) in the Vehicle.
8. You are expected to keep Your belongings with You only.
9. You shall not carry your pets or any other animals in the Vehicle.
10. The Traveller shall ensure that:
 - o he maintains his Vehicle in a good condition and is not under the influence of alcohol or any kind of drugs at the time of raising request for Car-pooling.
 - o He endeavours to arrive at the Co-Travellers pick-up point on or before the ETA and shall also endeavour to drop the Co-Traveller at his/her destination point on or before ETT.
 - o He complies with all applicable traffic laws at all times during the Ride.

11. The Co-Traveller shall ensure that the Vehicle assigned to him in the manner provided in the T&Cs bears the same registration number and the registration details specified to the Co-Traveller through the Application and/or SMS.
12. The Co-Traveller acknowledges that there may be a delay in reaching the destination, depending upon the traffic situation and owing to certain unavoidable circumstances.
13. Women Users are advised to use their own prudence in offering or accepting a Ride on the Application as PINGME ONLINE PRIVATE LIMITED cannot guarantee the authenticity of the data shared by other Users.
14. Women Users are advised to share the ride details with family, friends, relatives or any such other person which such User may deem fit. The Application contains necessary features to enable such Users to share the details of their Ride.

VII. Privacy, Security and Terms of Use

1. We shall take all the reasonable efforts and care regarding all you personal information provided by you to us like- registration data and other personal information you provided to us., except as required under any Applicable Law, or to the limited extent necessary for Us to implement any Ride related instructions We receive from You. Please read our privacy policy (available at www.wecare@Xoocar.com) for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by you with any third party.
2. You acknowledge that the information made available by you on the Application, including location data, may be accessible to certain other users of the Application.
3. You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail ID. You consent to be contacted by Us via phone calls and/ or SMS notifications. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication of Your registration on the national do not call registry.
4. You shall be liable for any misconduct occur because of sharing any information to the third party, you solely responsible for maintaining the confidentiality of your registration data and all transaction that occur through your account , whether it is initiated by you or by the third party. The necessary information regarding your account i.e. password and other details should not be shared with the third party, your account is non-transferable and it is not capable of being sold to the third party. We shall not be liable of any misconduct or loss happen to you because of using your account by the third party either with you or without your knowledge. ..
5. You shall not probe, scan or test the vulnerability of the Application or any network connected to the Application nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other User of the Application, or any other customer of PINGME ONLINE PRIVATE LIMITED, including any of PINGME ONLINE

PRIVATE LIMITEDs account not owned by You, to its source, or exploit the Application or any service or information made available or offered by or through the Application, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Application.

6. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Application or PINGME ONLINE PRIVATE LIMITEDs systems or networks, or any systems or networks connected to the Application.
7. You may not forget headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to PINGME ONLINE PRIVATE LIMITED on or through the Application or any service offered on or through the Application. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
8. You may not use the Application or any content for any purpose that is unlawful or prohibited by these T&Cs, or to solicit the performance of any illegal activity or other activity that infringes the rights of PINGME ONLINE PRIVATE LIMITED or others.
9. You shall not use the Application in any manner that could damage, disable, overburden, block or impair any of the server connected to the Application. You may not attempt to gain unauthorized access to the services through hacking, password mining or any other means.
10. You may not reverse engineer, decompile and disassemble any software used to provide the services on the Application.
11. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about PINGME ONLINE PRIVATE LIMITED or the brand name or domain name used by PINGME ONLINE PRIVATE LIMITED or otherwise engage in any conduct or action that might tarnish the image or reputation, of PINGME ONLINE PRIVATE LIMITED or its merchants on platform or otherwise tarnish or dilute any of PINGME ONLINE PRIVATE LIMITEDs trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by PINGME ONLINE PRIVATE LIMITED.
12. You shall not engage in advertising to, or solicitation of, other Users of the Application to buy or sell any products or services, including, but not limited to, services related being displayed on or related to the Application. It shall be treated as a violation of these T&Cs to use any information obtained from the Application in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Application without PINGME ONLINE PRIVATE LIMITEDs prior explicit consent. In order to protect PINGME ONLINE PRIVATE LIMITEDs Users from such advertising or solicitation, PINGME ONLINE PRIVATE LIMITED reserves the right to restrict the number of messages or emails which a User may send to other Users in any 24-hour period which PINGME ONLINE PRIVATE LIMITED may deem appropriate in its sole discretion.

13. You understand that PINGME ONLINE PRIVATE LIMITED has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Application) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, PINGME ONLINE PRIVATE LIMITED can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as PINGME ONLINE PRIVATE LIMITED, in its sole discretion, believes necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
14. Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Application.
15. PINGME ONLINE PRIVATE LIMITED shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on Your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

VIII. Intellectual Property

1. All trademarks, brands and service marks used in connection with the Application and/or feature(s) offered are owned by PINGME ONLINE PRIVATE LIMITED and are PINGME ONLINE PRIVATE LIMITED's property; PINGME ONLINE PRIVATE LIMITED owns all copyrights and intellectual property rights and database rights in connection with the Application. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use. Third party trademarks may appear on this Application and all rights therein are reserved to the registered owners of those trademarks.
2. You agree to abide by laws pertaining to copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any Applicable Laws and for any infringements of any intellectual property rights caused by use of the interface/Application.
3. As and when expressly provided in these T&Cs, no part of the application and no part of the content can be copied , uploaded, reproduced, republished, posted, enclosed, transmitting or distribute in any way to any other computer, server and website or any kind of other medium without prior consent.

4. You may use information that has been made available by Us for downloading from the Application, provided You:
 - do not remove any proprietary notice language in all copies of such documents; or
 - use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - make no modifications to any such information; or
 - do not make any additional representations or warranties relating to such documents.

IX. Termination and Suspension of the Account

The application can be modify change terminate or change at any time, without prior notice of the change because of change in applicable laws or internal policy or any kind of breach in terms and conditions. Or any reason whatsoever..

1. At any time you can terminate the account by submitting a request to us at www.wecare@xocar.com we will make all the efforts to make sure to respond on your request at the earliest. Any activity occurred prior to the request shall be borne by the person itself and it shall be the sole responsible for the same.
2. Further, we shall also reserve the right to suspend Your Account without any notice to You in the event PINGME ONLINE PRIVATE LIMITED suspects that Your account is being used in a manner so as to cause nuisance or prejudice PINGME ONLINE PRIVATE LIMITED or any other persons in a fraudulent manner.

X. Limitation of Liability & Indemnity

- **All or any direct or indirect liability arising out of or in connection with the Ride and/or as a consequence of misuse of the application, delays caused to a User, losses (financial and otherwise), injury or death occurring during the Ride shall be the sole responsibility of the Users.** PINGME ONLINE PRIVATE LIMITED shall not be a party to any dispute and/or claims arising in connection with the Ride offered and availed through the Application. It is re-iterated here that PINGME ONLINE PRIVATE LIMITED is acting merely as a facilitator and is not privy to any contract / agreement amongst and between the Users. Further, any loss to a User or any other person caused due to reasons such as fraudulent practices, negligence, impersonation, rash & negligent driving, traffic rules violation of any User shall in no manner, whatsoever make PINGME ONLINE PRIVATE LIMITED liable and the same shall be the sole responsibility of the concerned User.
- You will defend, indemnify and hold harmless PINGME ONLINE PRIVATE LIMITED, each of its affiliate(s) (and its respective employees, directors, agents and representatives) and any person determined by PINGME ONLINE PRIVATE LIMITED from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including

reasonable attorneys' fees) arising out of any Claim that arises out of or relates to the use or misuse of the Application or any violation of these T&Cs. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

YOU'RE SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL PINGME ONLINE PRIVATE LIMITED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE T &Cs, INCLUDING LOSS , ONWARD JOURNEY, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OUR ARISING OUT OF YOUR USE OF THE APPLICATION, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 1000/- (RUPESS ONE THOUSAND ONLY).

XI. Disclaimers

1. Except for Our limited role as facilitator of Car-pooling between the Traveller and Co-Traveller, We are not involved in any understanding between You and any other User or other third parties. We shall not be liable for the quality, safety, reliability, legality, delivery or any other related or connect matter with the Rides resulting from Car-pooling.
2. Your use of the Application is at your own risk. The Application and/or its features are provided on an "as is" and "as available" basis. We neither guarantee nor promise any specific results from use of the application, including the availability or otherwise of the features forming part of the Application at any particular location or time. We disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness. Without prejudice to the forgoing paragraph, We do not warrant that:
 - This Application will be constantly available, or available at all; or
 - Information providing is true accurate and complete Or non- misleading. This Application; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Application; their servers; or electronic communication sent from Us are free of viruses or other harmful components; or
 - Content on the Application constitutes, or is meant to constitute, advice of any kind;
3. PINGME ONLINE PRIVATE LIMITED shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the User/s arising out of Rides resulting from Car-pooling including but not limited to any direct, indirect, incidental, punitive, and

consequential damages. The Ride, and any claim resulting from the same, requested through the Application, remains the responsibility of the respective Users against whom the claim is made and PINGME ONLINE PRIVATE LIMITED shall not be liable for any conduct of any of the Users using the Application.

4. PINGME ONLINE PRIVATE LIMITED is not responsible for the conduct, whether online or offline, of any User of the Application. You are solely responsible for your interactions with other Users, whether Travellers or Co-Travellers. You acknowledge that PINGME ONLINE PRIVATE LIMITED is not responsible for the acts or omissions of any User whatsoever.
5. We do not authorize anyone to make a warranty on our behalf and you may not rely on any such statement of warranty as a warranty by us.
6. PINGME ONLINE PRIVATE LIMITED and its employees and any officer or client shall not be liable for any kind of loss damage claim and expenses or liability arising directly and indirectly from your use or non use of the application , including legal costs (whether arising from PINGME ONLINE PRIVATE LIMITED or any other person's negligence or otherwise).

XII. Notices and communication

1. Any notice or notification in relation to these T&Cs which You wish to make to Us must be made in writing to:
Address: B-727, Tower-6, Ahinsakhand-II, Ashiana Upvan, Ashiana Khand, Indrapuram, Ghaziabad, UP-201010
E-mail: www.wecare@Xoocar.com
2. All Your communication with us will be of a professional nature only. You will not contact us to harass, intimidate or threaten any person, or to promote any cause, which You may support.
3. You will be subject to our T&Cs and privacy policy.

XIII. Force Majeure

1. We shall not be liable for any failure to perform any obligations under this T&Cs, if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
2. For the Purpose of this clause "**Force Majeure Event**" shall mean any event arising due to any cause beyond the reasonable control of PINGME ONLINE PRIVATE LIMITED.

XIV. Waiver

Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be

construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to the Application or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

XV. Amendment of T&Cs

1. We reserve the right to change any of the T&Cs or any policies or guidelines governing the Application or any features attached to the Application, at any time and at our sole discretion. Any changes will be effective upon posting of the amendments/modifications on the Application and we may send you an automated e-mail to Your email-ID informing about such changes.
2. Unless otherwise specified by us, amended T&Cs will take effect automatically and be binding from the day they are posted on the Application. By continuing to access or use the Application or any features attached to it, you will be deemed to have agreed to accept and be bound by such amended T&Cs. If you do not agree to the amended T&Cs, You should discontinue accessing Our Application and/or its features immediately. As long as You comply with these T&Cs, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Application and related features.

XVI. Severability

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

XVII. Entire Agreement

These T&Cs constitute the entire agreement between the User and PINGME ONLINE PRIVATE LIMITED with respect to PINGME ONLINE PRIVATE LIMITEDs services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and PINGME ONLINE PRIVATE LIMITED with respect to this service. A printed version of the T&C and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the T&C to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

XVIII. Governing Law and Dispute Resolution

- Any dispute, controversy or claim arising out or in connection with the use of the Application and/or its features or relating to these T&Cs and interpretations thereof or the validity, interpretation, breach or termination thereof ("**Dispute**"), including claims seeking

redress or asserting rights under the Applicable Law shall be amicably settled through mutual consultation and escalation at such offices of PINGME ONLINE PRIVATE LIMITED as PINGME ONLINE PRIVATE LIMITED may designate. If the Dispute is not settled amicably as aforesaid within a period of 14 (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration shall be presided over by a sole arbitrator mutually appointed by Us and the User.

- The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be Delhi.
- These T&Cs shall be governed by and construed in accordance with the laws of India. We and You agree and undertake that any controversy or claim arising out of or relating to these T&Cs will be adjudicated exclusively before a competent court in Delhi, India only.

NOTE: THIS AGREEMENT IS SUBJECT TO AMENDMENT FROM TIME TO TIME & WILL BE BINDING TO ALL ITS USERS.