

PINGME ONLINE PRIVATE LIMITED, a Company incorporated under the Companies Act, 2013 having its registered office at B-727, Tower-6, Ahinsakhand-II, Ashiana Upvan, Ashiana Khand, Indirapuram, Ghaziabad, UP-201010 is authorised to operate its Site/Application/Services under the trade name of "XOOCAR". The Terms and Conditions ("T&C") governs your access or use, from within India and its territories and possessions, of the applications, websites, content, products, and services to which you have an access through computers or a mobile phones. User terms & Conditions is the electronic record and governed by all the applicable provisions of the Information Technology Act, 2000 and rules there under and provisions pertaining to electronic records in various institute as amended from time to time. Hence, the records generated through any of the electronic means as defines under the provisions of the Information Technology Act, 2000 shall be valid and since it is electronically generated record it shall not require any signed physical copy or digital signatures.

By clicking on the "I ACCEPT" button, you are consenting to be bound by these User Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND THESE ENTIRE USER TERMS BEFORE YOU USE THE SITE. . . Once you press the button "I Accept" you here by agree to all the ("T&C") of the Company and it shall have binding effect with binding agreement between the parties that is you and Xoocar in all respect of availing our services. Your acceptance of the ("T&C") shall be recognised as your deemed acceptance of the privacy policy available at [www.xoocar.com](http://www.xoocar.com), and shall be binding upon the parties and you shall start receiving promotional alerts, SMS and E-mails from time to time. IT IS HEREBY CLARIFIED THAT "XOOCAR CORPORATE SERVICE/ RIDES" I.E., FOR CUSTOMERS WHO ARE EMPLOYEE OF CORPORATE ENTITIES WITH WHOM XOOCAR HAS A DIRECT ARRANGEMENT, SHALL BE KEPT OUTSIDE THE PERVIEW OF ("T&C").

## 1. **DEFINITIONS**

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

1. ("T&C") - shall mean there's customer terms and conditions.
2. "I ACCEPT" – shall mean you are accepting all our ("T&C")

**Comment [Q1]:** We shall arrange the capital clause in chronological order.  
Capital

3. **"XOOCAR CORPORATE SERVICE/ RIDES"** – shall mean services rendered to or provided to our corporate clients in bulk or collective arrangement.
4. **"Account"** shall mean the account created by the Customer on the application for availing the services provided by XOOCAR.
5. **"Additional Fee"** shall mean any toll duty, inter-state taxes, etc. as may not be included in the Fare but payable to any third party/ government authorities for undertaking the Ride under the Applicable Law.
6. **"Applicable Laws"** shall mean and include all applicable statutes, enactment act of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notification, guidelines, policies, direction, directives and order of any government authority, tribunal or a court of India.
7. **"Application"** shall mean the mobile / web application "XOOCAR" or as updation thereof from time to time.
8. **"Convenience Fee"** shall mean the fee payable by the customer to Xooocar for the services. i.e., for availing the technology services offered by Xooocar. Convenience Fee shall be chargeable on every booking made through the website or mobile application. The convenience Fee shall be exclusive of all applicable taxes on the convenience Fee, if any.
9. **"Cancellation Fee"** shall mean the fare and Convenience Fee Payable towards the cancellation of a ride by a customer terms of clause 7 of these User Terms and the Cancellation Terms and Conditions available at the [www.xoocar.com](http://www.xoocar.com). The cancellation Fee shall be exclusive of all the applicable taxes on the cancellation fee, if any.
10. **"City Of operation"** shall mean a city in which the customer avail and render the transportation services respectively. For clarity, the services rendered by the Customers shall be in the same city.
11. **"Customer/ You"** means a person who has an Account on the Application.
12. **"Driver/CSA"** shall mean and include such individuals as may be evaluated, appointed and trained by an operator associated with us to provide the transportation services on its behalf and person are register with XOOCAR and own

the Vehicles and who have necessary city taxi permits and licence to provide transportation services within the City of Operation.

13. **"E-wallet"** shall mean a pre-paid instrument, which can be used to make the payments.

14. **"Fare"** shall mean such amount in Indian Rupees, which is reflected on the Application, as the fare payable for the specific Ride performed by a Driver. The Fare shall be exclusive of all applicable taxes on the Fare, if any.

15. **"Force Majeure Event"** shall mean any event arising due to any cause beyond the reasonable control of XOOCAR.

16. **"XOOCAR" or "Us" or "We" or "Our"** shall means **Pingme Online Private Limited** a company incorporated under the provisions of the Companies Act, 2013 and having its corporate office at E-218B, Sector 63, Noida, Uttar Pradesh, PIN 201307, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates ad permitted assigns.

17. **"Registration Data"** shall mean and may include the present, valid, true and accurate name; email ID, phone number and such other information as may be required by XOOCAR from the customer from time to time for registration on the application.

18. **"Ride"** shall mean the travel in the vehicle by the customer facilitated through the site.

19. **"Services(s)"** means the facilitation of transportation service by XOOCAR through the application or via a telephone request at the call centre of XOOCAR or its call centre affiliates, or booking on the site, or booking via SMS, within the city of operation, as elaborated in clause 4.

20. **"Site"** shall mean the Application and the website [www.xoocar.com](http://www.xoocar.com) operated by XOOCAR or any other software that enables the use of the application or such other URL as may be specifically provided by XOOCAR.

21. **"Total Ride Fee"** shall mean and include the fare, the convenience fee, the cancellation fee and additional fee and taxes as may be applicable from time to time.

22. "BA" shall mean a Driver and/ or operator associated with us or our affiliates offering the services of transporting customers within the city of operation as requested by the customer on the application.

23. "Vehicle" shall mean a motor taxi as defined under the Motor Vehicle Act, 1988.

## 2. Eligibility

You will be "Eligible" to use the services only when you fulfil all of the following conditions:

- i. You have attained at least 18 (Eighteen) year of age.
- ii. You are competent to enter into a contract under the applicable laws.

If you reside in a jurisdiction that restricts the use of the service because of age, or restricts the ability to enter into contracts such as this user terms due to age, you must be abide by such age limits.

## 3. Registration and Account

- 3.1. You are aware and acknowledge that the site is registered only after complying with the requirements and entering the registration data. You shall ensure that the data provided by you is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect registration data provided by you.
- 3.2. You are solely responsible for maintaining the confidentiality of your registration data and will be liable for all activities and transaction that occur through your account, where initiated by you or any third party. Your account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that you may incur as a result of someone else using your password or account either with or without your knowledge.
- 3.3. We reserve the right to suspend or terminate your account with immediate effect and for an indefinite period, if we have a reason to believe that the Registration Data or any other data provided by you is incorrect or false, or that the security of your account has been compromised in any way, or for any other reason we may find just or equitable.
- 3.4. Xoocar does not want any other confidential or proprietary information of yours except the registration data and any other data

submitted by you during the use of services offered through site (“Permitted Information”). In accepting these user terms you agree that any information or materials that your or individuals acting on your behalf provide to XooCar other than the permitted information will not be considered confidential or proprietary.

- 3.5. We shall be not liable for any incorrect/old version application downloaded from your side. We reserve the right to terminate the service and the use of the application with an incompatible or unauthorized device it's your own responsibility to download the correct and accurate application from your device.
- 3.6. We only allow opening one account in association with the registration data provided by you. Please directly reach us at [wecare@xooCar.com](mailto:wecare@xooCar.com) in case of any unauthorised use of your account. Please inform us at [wecare@xooCar.com](mailto:wecare@xooCar.com) and make a written request for blocking your account in case you are not been able to access your account. We shall not be liable for any unauthorised transactions made through your account before you made the request in writing for the same (prior to the expiry of 72 seventy two hrs.) for blocking your account..

#### 4. Services

- 4.1. The site permits you to avail the transportation services offered by associates/ affiliates. The service allows you to send a request through XooCar to a Driver on the XOOCAR network. The driver has sole and complete discretion to accept or reject such request for the service. If the driver accepts a request, XOOCAR or Affiliates (where any taxi services of associates/ affiliates are availed on the site), notifies you and provides information regarding the driver – including Driver Name, Vehicle Licence/ Registration Number, one ID Proof, Telephone contact details of the Driver and such other details as XooCar may determine.
- 4.2. At the moment you request for availing such services XooCar shall procure reasonable effort to bring you into the contact with the driver for knowing the availability of the driver at your location.
  - 4.2.1. If you are using the application or the services , it means you agrees regarding following things:-
  - 4.2.2. The application and the service will not use for your sole, personal use and will not resell and resign it to a third party. Not use an account which are subject to any right of a person other than you without appropriate authorisation ;

- 4.2.3. The site or application or service will not use it for any unlawful purpose.
- 4.2.4. You will not try to harm the service, site or our network in any way whatsoever;
- 4.2.5. Provide the Xooocar all the information documents which Xooocar may reasonably request.
- 4.2.6. You will only use an authorized network to avail the service;
- 4.2.7. You are aware that when requesting services, whether by message, via website or mobile application or calling the call centre of Xooocar or the affiliates call centre, standard messaging charges, data charges, voice charges, as applicable, of your and our phone network service providers, will apply;
- 4.3. All the applicable laws from your country, residence/ state, city, in which you are present while using the given website or mobile application or service will apply. You are aware of the rules regulations and guidelines and shall comply with the Information Technology Act, 2000
- 4.4. In the event of non compliance of any of the above requirements, Xooocar have all the rights to immediately terminate the service and the use of application. Xooocar will store all the information and records of calls for contacting you for service related matters and if any changes occur in future regarding any changes in information provided by you, you must inform the same to the Xooocar. The information regarding services, discounts and promotions will be provided by the Xooocar itself or by the authorised representative of Xooocar at your registered email address, phone numbers, you have option to discontinue with such services at any point of time by visiting the specific link given in the website **Xooocar entitled all the right to process and transfer your provided information as and when it deems fit and also it can store or transfer you information in a server outside India or the country where you are located in order to perform their obligations**
- 4.5. You are agree and give all the rights to Xooocar to share your information with the third parties as and when requires. You grant Xooocar a non –exclusive, worldwide, irrevocable, royalty fee, right to exercise the copy right or any other right you have in your information. .
- 4.6. Xooocar will be entitled to enter into any tie-up in terms of joint - venture or merger and acquisition or otherwise with any other institution engaged in the business of providing services analogous and /or similar to

those herein contained. In such case, depending upon the modality and there mechanism as may be devised, you will be provided with the services by Xoocar Jointly and/ or severally with the party/ies in joint venture. You hereby give your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, there terms and conditions herein contained will mutatis mutandis, become applicable in respect of such tie-up arrangement also.

**5. Confirmation of Booking**

- 5.1. Xoocar shall, upon receiving the booking request from you in the manner set out above, proceed to confirm or decline the booking based on the availability of the vehicles at the pickup time and destination, which shall be informed to you via an SMS or email or application. In the event the booking is confirmed, you shall check the booking details including but not limited to pick up time and pick up place, and if there is incorrect detail, the same need to be informed to us immediately by calling our call centre. In the event a BA vehicle has been booked on the website, the booking shall be confirmed by BA and by complaint regarding incorrect details shall be redirected by us to BA.
- 5.2. The consequences and/or any kind of damages for any kind of delay that occur due to your failure to check the confirmation SMS or email or not because of not providing the correct information to the Xoocar shall be bear by the person itself

**6. Payment**

- 6.1. The convenience fee shall be charged by the Xoocar for providing the services which shall be determined and amended by the sole and absolute discretion of Xoocar and it is payable by you to Xoocar
- 6.2. Associates /affiliates shall charge fare to you for the ride offered to you. Additional fee shall be payable which is the part of the receipt of the total ride fee. Cancellation fee is charged in terms of clause 7 which is the part of the total ride fee..
- 6.3. If any other charges incurred by you during the ride in cash, which is not included in the total ride fee shall be included in the receipt of the total ride fee. Xoocar or the driver of the Xoocar will collect the total ride/ trip fee at the end of the ride/ trip. After collecting the total ride / trip fee Xoocar shall provide a receipt of the total ride fee payable on behalf of the BA, and separate invoice raised by the associated for the fare and

additional fee raised by the Xoocar shall be provide the same on the request. All applicable taxes in respect of the fare, convenience fee, additional fee, cancellation fee shall be borne and payable by you to associates or XOOCAR, as the case may be.

6.4. You shall chose to pay for the service fee by either of the following methods:

6.4.1. **Cash Payment** – after the end of the ride the payment is made to the driver. .i.e. total ride fee

6.4.2. **E-Wallet Payment-** Xoocar offers you the facility of making an online payment through an e-Wallet powered by a third party payment processor (“Payment Processor”. E-Wallet money will not be applicable on the booking made through the phone or while the user is not logged into his/her account on the site. The processing of the payments, in connection with your use of the e-wallet will be subject to the terms, condition and privacy policies of the payment processor that Xoocar engages for the purpose. Xoocar will not be responsible or will not be held responsible for any errors by the Payment Processor in any manner. Further, even in cases of e-wallet payments, all additional fees (defined as under) shall have to be paid by you in cash, to the authority or person concerned or if already paid by the driver, to the driver.

6.4.3. **Credit Card/Debit Card/ Net Banking Payment** – Total ride fee shall be effected using the services of an entity providing payment gateway/ processor service (“PG”), authorized by XOOCAR. Such PG may either be XOOCAR or any of its affiliates or partners or unrelated third parties. You agree and undertake to share relevant payment details including credit/ debit card details (Card Details) with the PG for the successful completion of the payment towards the total ride fee / fare to XOOCAR and authorize the PG to complete such transactions. In this respect, it is clarified that all PGs whose services are utilized for the purposes of the site and/ or application and / or services shall be PCI-DSS (Payment Card Industry – Data Security Standard) compliant. Your authorization permits the PG to debit or credit the bank account associated with your payment details. Your authorization further permits the PG to use your card details for the processing of the transaction initiated by you at any of the XOOCAR affiliates. Your authorization will



remain in effect as long as you maintain an account with us. In the event you delete your card details with the PG or if you delete your account, the PG will not process any further transactions initiated by you at the site or the application and at the sites of any of Xocar's affiliates. Your authorization under this clause is subjected to any other terms and conditions of the PG.

- 6.5. Any payment related issue, except when such issue is due to an error or fault in the site/ application, shall be resolved between you and the payment processor. Xocar shall not be held responsible for any unauthorized use of your e-wallet during or after availing the services on the site.

## **7. Cancellation Policy**

- 7.1. You agree and acknowledge that you may cancel your request for a vehicle from a driver at any point of time to a cancellation fee as explained below –

**In Micro/Mini/Prime/Sedan/SUVs/Luxury and Rental, hereinafter referred as "Cab"**

### **We will charge you the Cancellation Fee :**

If you cancel the ride after 5 minutes of allotment of the cab or  
If the ride is cancelled by the driver waiting at your location for more than 5 minutes  
No cancellation fee shall be charged if the driver is delayed by more than 5 minutes of scheduled time of arrival at your pickup location.  
Each Cancellation fee shall be added to the next bill amount of your ride.

### **In Share**

### **We will charge you the Cancellation Fee :**

If you cancel after 2 minutes of allotment of cab or  
If the ride is cancelled by the driver itself after waiting at your location for more than 3 minutes  
No cancellation fee shall be charged if the driver is delayed by more than 5 minutes of scheduled time of arrival at your pickup location.  
Each Cancellation fee shall be added to the next bill amount of your ride.

**In Outstation**

**We will charge you the Cancellation Fee :**

If ride is cancelled after 5 minutes of allotment of the cab.  
Cancellation fee will be added to the bill amount of your next ride.

- 7.2. You shall be notified of the applicable cancellation fee in advance whenever you attempt to cancel a booking/service request. The notification shall be on the application and or the site.
- 7.3. Xocar shall provide a receipt of the cancellation fee, if any, payable by you for every cancellation in terms of the table above for such cancellations, however separate invoices raised by the associates for the cancellation fee, and XOCAR for the convenience fee on cancellation shall be provided to you on request. You may raise a request for a copy of the invoices from support page.
- 7.4. The cancellation fee shall be payable by you at the completion of your subsequent ride.
- 7.5. The mode of payment of the cancellation fee shall be in terms of clause 7 of these user terms.
- 7.6. This clause 7 shall not apply to corporate rides availed pursuant to the terms and conditions.

**8. User Violation of User Teams**

You shall not smoke and drink in the vehicles or misbehave with the driver or act in violation of the applicable law. In the event you are found to be involved in the activities set out above, you shall be liable to pay a fine to us and we shall also have the right to terminate the ride. In the event you fail to pay fine after the completion of the ride, we may at our discretion, take such steps as may be available to us under the applicable law. You shall also be blacklisted as a result of non-payment of the fine or misbehaving as the case may be, and in such event, your account may be terminated by Xocar.

**9. Customer Relationship Management**

- 9.1. All issues, opinions, suggestions, questions and feedback while availing our services shall be communicated to us through email address mentioned in clause 22.2. In case of a ride booked on your application, you

shall be required to rate the ride after its termination. You agree to be fair, accurate and non-disparaging while leaving comment, feedbacks, testimonials or reviews on or about the ride or services.

- 9.2. Reporting of any issue need to be within 7 (Seven) working days of the happening the issue, failing which, such issue will not be addressed.
- 9.3. Any issue reported on channels other than the above may be addressed by Xooocar only on a best-effort basis. Xooocar takes no liability for inability to get back on other channels.
- 9.4. Xooocar shall endeavour to respond to your issues within 2 (two) working days of your reporting the same and endeavour to resolve it at the earliest possible. It is hereby clarified that issues are resolved on severity basis, and certain may be resolved earlier than the other. However, Xooocar or BA shall not be liable for any damage or losses in the event you are not satisfied with any such resolution.
- 9.5. Where you avail of any services offered by BA on our site, we shall re-direct all your issues, opinions, suggestions, questions and feedback to BA.

#### **10. Force Majeure**

We shall not be liable for any failure to perform any obligation under this user terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case our obligations under this user terms shall be suspended for so long as the Force Majeure Event continues.

#### **11. Indemnification**

By accepting these user terms and using the services, you agree that you shall defend, indemnify and hold XOOCAR, BA, their affiliates, their licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, cost, damages, losses, liabilities and expenses (including attorneys' fee and costs) arising out of or in connection with:

- (i) Your violation or breach of any term of these user terms or any applicable law or regulation, whether or not referenced herein;
- (ii) Your violation of any rights of any third party, including the affiliates / or
- (iii) your use or misuse of the application or services.

## **12. Liability**

- 12.1. The information, recommendations and / or services provided to you on or through the site, the application and XooCar Call Centre or affiliates are for general information purposes only and does not constitute advice. XooCar will reasonably keep the site and its contents correct and up to date but does not guarantee that (the contents of) the site is free of errors, defects, malware and viruses or that the site is correct, up to date and accurate.
- 12.2. XooCar shall not be liable for you missing trains/flights/events or delays etc as the service dependent on many factors not in XooCar's control. You must book your ride after taking into the account the check-in time, traffic and weather conditions, political rallies, natural calamities, traffic barricades, car breakdowns and other un-expected delays.
- 12.3. In the event, there is a delay by the vehicle in reaching the pickup location beyond 30 (thirty) minutes of the pickup time, XooCar shall only endeavour to get you in touch with the driver assigned for your ride.
- 12.4. XooCar shall not be liable for any damages resulting from the use of or inability to use the site, application, including damages caused by wrong usage of the site or application, error in call centre number, network issues, malware, viruses or any incorrectness or incompleteness of the information or the or application.
- 12.5. You shall take full responsibility of your item and luggage. In case of the lost items inside the vehicle during the journey, XooCar will try to locate the items on a best-effort basis but is not responsible for the same in case of the loss or the damage to the same. If you leave any goods in the vehicle or have any complaint in respect of the services or the use of the vehicle or have any complaint in respect of the services or the use of the vehicle, you have to inform XOOCAR of the same in writing within 24 (twenty four) hour of using the vehicle or the services of XooCar. In the event it is found, you shall inform about the XooCar office from where you can collect it after 4 (four) working days from the date you were informed. XooCar however shall not be responsible for delivering the same back to you. If requested, XooCar may deliver the misplaced item/s back to you after 3 (three) working days from the date you were informed, subject to the place of delivery being 20 (twenty) kms from the XooCar Office. XooCar shall charge you a flat fee of Rs. 400 for such delivery.

- 12.6. Xoocar does not assure a complete sustainability of its services and shall not be held responsible or liable for the same, in any manner.
- 12.7. Xoocar shall not be responsible for any loss of communication/information of status update and benefits under the program. All this information will be sent on the mobile number and/ or email Id registered with Xoocar. Xoocar will not be responsible for appropriateness of the mobile or email or any other communication medium. You shall be responsible for immediate reporting the errors, if any, occurred in the information sent to you regarding booking confirmation.
- 12.8. IN NO EVENT SHALL XOOCAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ZOOCAR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- 12.9. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT XOOCAR'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE USER TERMS OR THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), WARRANTY OR OTHERWISE, EXCEED THE AMOUNT OF Rs. 1500/- (Rupees One Thousand Five Hundred Only)
- 12.10. If applicable law does not permit the exclusion of certain warranties or the limitation or exclusion of liability, the scope and duration of such warranty exclusions and the extent of the liability of Xoocar shall be the minimum permitted under applicable law.

### **13. Applicable Licences**

- 13.1. Subject to your compliance with these user terms, Xoocar could grant you a limited revocable, non-exclusive, non-transferable and non-sub licensable license to download and install a copy of the application on a single mobile device that you own or control and to run such copy of the application solely for your own personal use and to use the web site or application.

13.2. You shall not

- (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the service or site in any way;
- (ii) modify or make derivative works based upon the service or application;
- (iii) create internet “links” to the service or “frame” of “mirror” any site on any other server or wireless or internet-based devices;
- (iv) reverse engineer or access the site or application in order to
  - (a) design or build a competitive product or services,
  - (b) design or build a product using similar ideas, features, functions or graphics of the service or site, or
  - (c) copy any idea, features, functions or graphics of the services or site, or
  - (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operating and or performance of the service or site.

13.3. You shall not:

- (a) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (b) Send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violate of third party privacy rights;
- (c) Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (d) Interfere with or disrupt the integrity or performance of the site, the application or service or the data contained therein; or
- (e) Attempt to gain unauthorized access to the site, the application or service or its related systems or networks.

13.4. Xocar will have the right to investigate prosecute violation of any of the above to the fullest extent of the law. XOCAR may involve and cooperate with law enforcement authorities in prosecuting user who violate these User terms. Your acknowledge that Xocar has no obligation to monitor your access to or use of the site, service or posted content, but has the right to do so for the purpose of operating the site and service, to ensure your compliance with these user terms, or to comply with

applicable law or the order or requirement of a court, administrative agency or other governmental body. XOOCAR reserved the right, at any time and without prior notice, to remove or disable access to any content that XooCAR, at its sole discretion, consider to be in violation of these User terms or otherwise harmful to the site, the service or application.

**14. Content Posted by Customer**

- 14.1. XooCAR may accept posting of any notes, messages, emails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information given by you on the site ("Posted Content") by you. You represent that you have obtained all permission and consents required to post the posted content and such posted content complies with all requirement of the posted content. XooCAR shall not in any manner be responsible for or endorse the posted content.
- 14.2. You agree that when posting posted content, you will not:
- a. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful material or information.
  - b. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
  - c. Upload files that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another computer.
  - d. Advertise or offer to sell or buy any goods or services for any business purpose, unless the site specifically allows such messages.
  - e. Conduct or forward surveys, contests, pyramid schemes or chain letters.
  - f. Download any file posted by another user that you know, or reasonably should know, cannot legally distributed in such a manner.
  - g. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or sources of software or other materials contained in a file that is uploaded.

- h. Deceive or miss-lead the addressee about the origin of a messages or communicate any information which is grossly offensive or menacing in nature.
- i. Restrict or inhibit any other user from using and enjoying the site.
- j. Violate any code of conduct or other guidelines which may be applicable for any particular posted content.
- k. Harvest or otherwise collect information about others, including email addresses, without their consent.
- l. Threaten the unity, integrity, defence, 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.
- m. Violate any applicable or regulations including the Information Technology Act, 2000 and the rules, regulations and guidelines notified there under.

**15. Intellectual Property Ownership**

- 15.1. Xoocar alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to
- i. The site, application and the service and any suggestions, ideas, enhancement requests, feedback, recommendations;
  - ii. Text, graphics, user interface, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code; or
  - iii. Other information provided by you or any other party relating to the site, application or the services.

Third party trademarks may appear on this site/ application and all the right therein are reserved to the registered owners of those trademarks. 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.

- 15.2. The user terms do not constitute a sale and do not convey to your any right of ownership in or related to the site, the application or the service, or any intellectual property rights owned by XOOCAR. You shall be solely responsible for any violations of any laws and for any infringements of



any intellectual property rights caused by use of the services or the site/ application.

- 15.3. You may use information on the site/ application purposely made available by XOOCAR for downloading from the site, provided that you:
- a. Do not remove and proprietary notice language in all copies of such document and make no modification to the information;
  - b. Use such information only for your personal, non-commercial information purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
  - c. Do not make any additional representations or warranties relating to such information.

#### **16. Links**

If permitted by XOOCAR, you may establish a hypertext link to the site, provided that the link does not state or imply any sponsorship or endorsement of your site by us. You must not use your site or in any other manner any XOOCAR trademark or service marks or any content belonging to XOOCAR and appearing on the site, including any logos or characters, without our express written consent. You must not frame or otherwise incorporate into another third party website or present or other materials on the site without our prior written consent.

#### **17. Term and Termination of License Agreement**

- 17.1. Unless terminated in accordance of this clause 17, the agreement between XOOCAR and you in perpetual in nature upon downloading the application and for each trip or ride booked through the website or application or any other medium as permitted by XOOCAR for the purpose of booking of Trip or ride.
- 17.2. You are entitled to terminate the agreement at all time by deletion of your account, or deactivation. Or by uninstalling thus disabling the use by you of the website or application. You can close your account at any time by following the instructions on the website or the application on your mobile phone.
- 17.3. XOOCAR is entitled to terminate the agreement at all times and with immediate effect (by disabling your use of the site and the services) if you:
- (i) violate or breach any term of these user terms, or

- 17.4. (ii) In the opinion of XOOCAR, miss-use the application or the services to benefit third party. XOOCAR is not obliged to give notice of the termination of the agreement in advance. After termination Xooocar will give notice thereof in accordance with these user terms.
- 17.5. Termination of this agreement will not prejudice accrued right of either XOOCAR or you.

**18. Invalidity Of One Or More Provisions**

The invalidity of any term of these user terms shall not affect the validity of the other provisions of these user terms. If and to the extent that any provision of these user terms is invalid, or is unacceptable in the given circumstances, a provision shall apply between the parties instead that is acceptable considering all the circumstances, taking into account the content and the purpose of these user terms.

**19. Conflict**

In the event of any contradiction or inconsistency between this user terms and any other agreement executed between you and Xooocar, the terms of the user terms shall prevail unless the exemption has been expressly agreed to in writing by making references to the relevant clause sought to be modified under this user terms.

**20. Disclaimer**

- 20.1. You agree that Xooocar is merely an electronic platform or software to facilitate the aggregation of the vehicles and does not in any manner provide transportation services. Xooocar does not endorse, advertise, advise or recommend you to avail the services of any driver. Xooocar also does not guarantee or provide assurance in respect of the behaviour, actions or data of the user posted on the website.
- 20.2. We do not authorize anyone to make warranty on our behalf and you shall not rely on any statement of warranty as a warranty by us.
- 20.3. Xooocar and their representatives, officers, employees, agents and contactors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from your use or non-use of the services or the website, or your reliance upon the service or the information contained upon the site (whether arising from Xooocar or any other persons negligence or otherwise).

- 20.4. This website, application and all the content on the site and the applications are provided on an as is basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your access of the site and or the application, that your access of the site and or application and availing of services is at your sole risk, that you assume full responsibility for your access and use of the site and or application, and that Xoocar shall not be liable for any damage of any kind related your access and use of this site and or application.
- 20.5. All images, audio, video and the text in the site and or application are only for illustrative purposes. None of the models, actors or products in the images, if any is endorsing the services in any manner. Any resemblance of any matter to anybody or anything is purely unintentional and or coincidental.

## **21. Modification of The Services and User Terms**

- 21.1. Xoocar reserves the right, at its sole discretion, to modify or replace, in part or as whole, any of these user terms, or change, suspend, block, discontinue or restrict your use to all or any feature of the service or application at any time.
- 21.2. Xoocar shall not be required to notify you of any changes / modifications made to there's users terms. The revised user terms shall be made available on the website/ application. You are requested to regularly visit the website or the application to view the most recent / current user terms. You can determine when Xoocar last modified the user terms by referring to the last updated legend above. It shall be your responsibility to check there are user terms periodically for any changes made and as applicable to the user terms. Xoocar may require you to provide your consent to the updated user terms in specified manner prior to any further use of the site and the services. If no such separate consent is sought/ obtained, your continued use of the website or application, following the changes to the user terms, will constitute your acceptance of those changes. Your use of the site and the services is subjected to the most current update or version of the user terms made available on the website or application at the time of such use.

**22. Notice**

22.1. Xooocar may give notice by means of a general notice on the service or the application, or by electronic mail to your email address or a message on your registered mobile number, or by written communication sent by regular mail to your address on record in Xooocar's account information.

22.2. You may contact Xooocar by electronic mail at our email address [legal@xooocar.com](mailto:legal@xooocar.com) or by written communication sent by regular mail to our address at E-218B, Sector 63, Noida, Uttar Pradesh, and PIN 201307.

**23. Assignment**

You shall not assign your rights under these user terms without prior written approval of Xooocar. Xooocar can assign its rights under the user Terms to any affiliate.

**24. Applicable Law and Dispute Resolution**

These user terms are subjected to the laws of India. Any dispute, claim or controversy or dispute arising out of or relating to these user terms or the breach termination, enforcement, interpretation or validity thereof or the use of the website, the service or the application (collectively, "Disputes") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Xooocar as Xooocar may designate. In the event the dispute is not resolved internally between after at least 30 (Thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to sole arbitrator mutually appointed by Xooocar and you. The place of arbitration shall be Delhi unless otherwise mutually agreed by Xooocar and you in writing. Subject to the above, any dispute will be subjected to the exclusive jurisdiction of the courts in Delhi, India.

**25. Payments & Taxes Involved:**

"Taxable Service" means any service provided or to be provided to any person, by a tour operator in relation to a tour. [Section 65 (105) (n) of Finance Act, 1994 as amended].

"Tour" means a journey from one place to another irrespective of the distance between such places. [Section 65(113) of Finance Act, 1994 as amended].

"Tourist Vehicle" has the meaning assigned to it in clause (43) of section 2 of the Motor Vehicles Act 1988 (59 of 1988).

[Section 65(114) of Finance Act, 1994 as amended] "Tour Operator" means any person engaged in the business of planning, scheduling, organising or arranging tours (which may include arrangements for accommodation, sightseeing or other similar services) by any mode of transport, and includes any person engaged in the business of operating tours in a tourist vehicle or a contract carriage by whatever name called, covered by a permit, other than a stage carriage permit, granted under the Motor Vehicles Act, 1988 (59 of 1988) or the rules made thereunder;

- (a) "consideration" includes any amount that is payable for the taxable services provided or to be provided;
- (b) "money" includes any currency, cheque, promissory note, letter of credit, draft, pay order, travellers cheque, money order, postal remittance and other similar instruments but does not include currency that is held for its numismatic value;
- (c) "gross amount charged" includes payment by cheque, credit card, deduction from account and any form of payment by issue of credit notes or debit notes and 'book adjustment, and any amount credited or debited, as the case may be, to any account, whether called "Suspense account" or by any other name, in the books of account of a person liable to pay service tax, where the transaction of taxable service is with any associated enterprise.

**Revised chart of Service Tax applicable for tour operators w e.f. 1st April 2016 is as under:-**

SERVICE	SERVICE TAX @ 14 %	S.B.CESS @ 0.50 %	TOTAL SERVICE TAX
ROOM ONLY	1.40 % (After abatment of 90%)	0.05 %	1.45 %
<b>Other than above including TOUR</b>	<b>4.20 % (after</b>	<b>0.15 %</b>	<b>4.35 %</b>

PACKAGEs and TRANSPORT	abatment of 70%)		
Those who are registered under TRANSPORT CATEGORY	5.60% (After abatment of 60%)	0.20 %	5.80%

**NOTE: THIS AGREEMENT IS SUBJECT TO AMENDMENT FROM TIME TO TIME**