

PLATFORM TERMS OF USE

This document is a legally binding document which will be effective upon your acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will form part of the Governing Policies for availing the services offered through the website <https://www.whroom.in/>

Background

The Platform is owned by Whroom, a company incorporated under the Companies Act, 1956 (hereinafter referred to as “**Whroom**” or “**we**” or “**us**” or “**our**”, which expression unless the context may otherwise require to include its successors, liquidators and assigns) and the guest users or the registered users of the Platform, who is a natural or a legal person (hereinafter referred to as “**User**” or “**you**” or “**your**” or “**yourself**”).

Through this Platform, Whroom enables and facilitates the Users to list and lease vehicles directly with one another as per the terms and conditions of this document and other policies on the Platform, to the extent applicable. Whroom does not sell, hire, manage, and/or control the vehicle.

All of the provisions in these Terms of Use, together with Whroom Buddy Services Terms & Conditions – Buddy & Guest (available here), Privacy Policy (available here), and any other incorporated policies / agreements constitute the terms of the agreement between you and Whroom for the use of the Platform and services offered by Whroom thereon (together, the “**Governing Policies**”).

Please read these terms carefully before using or registering on the Platform or accessing any material, information or availing services through the Platform. If you do not agree with these Terms of Use, please do not use the Platform or avail any bookings or services being offered through this Platform. If you use or transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such use or transaction. It is hereby clarified that by accepting the Terms of Use for use of the Platform, You shall be contracting with Whroom and these Terms of Use as applicable, shall constitute your binding obligations, with Whroom.

We reserve the right, at our discretion, to change or modify these Terms of Use. You agree that the updated terms and conditions shall be effective from the date publication of the same on the Platform. It shall be your responsibility to periodically check for any changes to the Terms of Use and other policies on the Platform. We may require you to provide your consent to the updated agreement in a specified manner before any further use of the Platform and the Whroom services. If no such separate consent is sought, Your continued use of the Platform will constitute Your acceptance of such changes. You may decline such changes by discontinuing Your bookings or services, as the case may be, made on the Platform.

Subject to your acceptance and compliance of these Terms of Use, Whroom grants you a personal, non-exclusive, non-transferable, limited privilege to access, enter, and use the Platform. By accepting these Terms of Use, you also accept and agree to be bound by the other terms and conditions and applicable Governing Policies, as may be posted on the Platform from time to time.

Your Account and Registration Obligations

Eligibility:

Only legal and natural individuals competent to contract under the existing law of the land, may use the Platform and avail services as provided by Whroom. Whroom reserves the right to terminate your registration and / or deny access to the Platform if it is brought to Whroom's notice that you are not competent to contract as mentioned herein.

User Information:

If you use the Platform as a registered user, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, *inter alia*, to provide true, accurate, current and complete information about yourself as prompted by Platform registration form or provided by You as a visitor or user of a third-party site through which You access the Platform.

If you provide any information that is untrue, inaccurate, not current or incomplete or Whroom has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or You are trying to gain unlawful access to the Platform, it has the right to indefinitely suspend or terminate or block access of your registration with the Platform and refuse to provide you with access to the Platform.

You understand and agree that a third-party shall not be authorized to use your account. You understand and acknowledge that allowing other individuals to use your credentials to avail Whroom services on the Platform, you will be held solely liable for any damages or liabilities arising out of such use caused to yourselves, other Users or Whroom without prejudice to their right to invoke legal action or proceedings against you and the other User to the full extent permissible under Indian law.

Fees and Taxes

You are responsible for paying all fees (if any) associated with the use of the Platform and you agree to bear any and all applicable taxes, charges, cesses etc. levied thereon.

Use of the Platform

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

1. You are solely responsible for Your information, and the Platform acts only as a passive conduit for distribution and publication of Your information. You shall not buddy, display, upload, modify, publish, transmit, update or share/list(s) any information or item including but not limited to documents for identification or listing of the vehicle that are false, inaccurate and misleading or impersonating a person or belong to other person over which you have no right.
2. You are prohibited from assigning or transferring your account to any other user, person, or entity.

3. You agree that you shall not violate any applicable law for the time being in force in India.
4. You shall not use the app to post anything grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" or harmful to minors.
5. You shall not attempt to use any intellectual property rights of Whroom or a third-party partner linked to our Platform including any patent, trademark, copyright or other proprietary rights or trade secrets or rights of publicity or privacy.
6. You also shall not make use of any other computer code, software viruses, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.
7. You shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
8. You shall not create liability for Whroom or cause Whroom to lose or disrupt (in whole or in part) the services of our service providers or other suppliers.
9. You shall not link directly or indirectly to or include descriptions of items, goods or services that are prohibited under the Governing Policies or any other applicable law for the time being in force in India.

Payment Facility

Whroom may, either by itself or through its business partners, from time-to-time contract with third party payment service providers including banks to open nodal bank accounts under applicable Indian laws, to facilitate the payment between Users i.e. owners and Guests and for collection of fees and other charges on the Platform. These third-party payment service providers may include third party banking or credit card payment gateways, payment aggregators, cash on delivery or demand draft / pay order on delivery service providers, mobile payment service providers or through any facility as may be authorized by applicable law for collection, refund and remittance, as the case may be of payment or supporting the same in any manner.

Disclaimers

THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.

DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION AND DUE TO THE LIMITATIONS INHERENT IN PROVIDING INFORMATION OBTAINED FROM MULTIPLE SOURCES, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES IN THE CONTENT PROVIDED ON THE PLATFORM OR DELAY OR ERRORS IN FUNCTIONALITY OF THE PLATFORM. AS A RESULT, WE DO NOT REPRESENT THAT THE INFORMATION POSTED IS CORRECT IN EVERY CASE.

WE EXPRESSLY DISCLAIM ALL LIABILITIES THAT MAY ARISE AS A CONSEQUENCE OF ANY UNAUTHORIZED USE OF CREDIT, DEBIT CARDS OR ANY OTHER PAYMENT OPTION AVAILABLE ON THE PLATFORM.

YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE PLATFORM. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S SERVICES.

WHILE THE MATERIALS PROVIDED ON THE PLATFORM WERE PREPARED TO PROVIDE ACCURATE INFORMATION REGARDING THE SUBJECT DISCUSSED, THE INFORMATION CONTAINED IN THESE MATERIALS IS BEING MADE AVAILABLE WITH THE UNDERSTANDING THAT WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. FURTHER, WE DO NOT, IN ANY WAY, ENDORSE ANY SERVICE OFFERED OR DESCRIBED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON SUCH INFORMATION.

THE INFORMATION PROVIDED HEREUNDER IS PROVIDED "AS IS". WE AND / OR OUR EMPLOYEES MAKE NO WARRANTY OR REPRESENTATION REGARDING THE TIMELINESS, CONTENT, SEQUENCE, ACCURACY, EFFECTIVENESS OR COMPLETENESS OF ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THAT THE INFORMATION OR DATA PROVIDED HEREUNDER MAY BE RELIED UPON. MULTIPLE RESPONSES MAY USUALLY BE MADE AVAILABLE FROM DIFFERENT SOURCES AND IT IS LEFT TO THE JUDGEMENT OF USERS BASED ON THEIR SPECIFIC CIRCUMSTANCES TO USE, ADAPT, MODIFY OR ALTER SUGGESTIONS OR USE THEM IN CONJUNCTION WITH ANY OTHER SOURCES THEY MAY HAVE, THEREBY ABSOLVING US AS WELL AS OUR CONSULTANTS, BUSINESS ASSOCIATES, AFFILIATES, BUSINESS PARTNERS AND EMPLOYEES FROM ANY KIND OF PROFESSIONAL LIABILITY.

WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR INJURY ARISING OUT OF OR RELATING TO THE INFORMATION PROVIDED ON THE PLATFORM. IN NO EVENT WILL WE OR OUR EMPLOYEES, AFFILIATES, AUTHORS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY YOUR RELIANCE ON THE CONTENT CONTAINED HEREIN.

IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH, AND DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION), RESULTING FROM ANY SERVICES PROVIDED BY ANY THIRD PARTY OR MERCHANT ACCESSED THROUGH THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Intellectual property

Whroom owns the intellectual property as available on the Platform. For any other information, and the material published on it including but not limited to user interface, layout format, and any content thereof Whroom may have non-exclusive limited right / license to use or produce the same on its Platform.

You recognize that Whroom or its affiliates is the registered owner of the word mark/device marks and the logo of Whroom products, including but not limited to its variants and agree that you shall not directly or indirectly, attack or assist another in attacking the validity of, or Whroom or its affiliates proprietary rights in, the licensed marks or any registrations thereof, or file any applications for the registration of the licensed marks or any names or logos derived from or confusingly similar to the licensed marks, any variation thereof, or any translation or transliteration thereof in another language, in respect of any products/services and in any territory throughout the world. If you become aware or acquire knowledge of any infringement of Whroom's intellectual property you shall report the same to info@whroom.in with all relevant information.

You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Platform in breach of these Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Indemnity and Limitation of Liability

You shall fully indemnify, keep indemnified, defend and hold harmless Whroom and Whroom shareholders, subsidiaries, affiliates, third-parties and their respective shareholders, officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the Terms of Use or any applicable Whroom Governing Policies, or your violation of any law, rules or regulations or the rights of a third party.

Notwithstanding anything contained herein, Whroom's entire liability and Your sole and exclusive remedy in any circumstance is limited to amount of fees, if any, paid by You on the Platform for the transaction under dispute. Other than the aforesaid, Whroom shall have no liability to You.

General

These Terms of Use sets forth the entire understanding and agreement between You and Whroom with respect to the usage of the Platform.

If any clause of these Terms of Use 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 Terms of Use.

In Whroom's sole discretion, Whroom may transfer, assign or novate these Terms of Use without your prior express consent. However, the Platform on reasonable efforts basis and if practicable may provide You with an advance intimation of any such acts. You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

Other Complaints

In the event you have any complaints or concerns with respect to the Site or our services, please contact our Customer Support by calling us on – 0813-096-8130 or mail at info@whroom.in