

## **TERMS AND CONDITIONS For Buddy & Guest**

Welcome to Whroom Buddy Services (“**Platform**”) are owned and operated by Whroom , a company incorporated under the Companies Act 1956, All access and use of the Platform and the services thereon are governed by our general Platform terms, (the “**General Terms**”), privacy policy available at (the “**Privacy Policy**”), fee policy (“**Fee Policy**”) and service specific terms.

These Terms of Service, including specific terms and conditions applicable to the Buddys and Guests and Add-on Services (this “**Agreement**”/ “**Buddy T&C**”) read together with the Privacy Policy, Fee Policy and other applicable policies (“**Governing Policies**”), collectively create the legally binding terms and conditions on which Whroom offers to you or the entity you represent (“**you**”, “**User**” or “**your**”) the Whroom Buddy Services (defined below), including your access and use of Whroom Buddy Services.

Please read each of Governing Policies carefully to ensure that you understand each provision and before using or registering on the website or accessing any material, information or availing services through the Platform. If you do not agree to any of its terms, please do not use the Platform or avail any services through the Platform. The Governing Policies take effect when you click an “I Agree” button or checkbox presented with these terms or, if earlier, when you use any of the services offered on the Platform (the “**Effective Date**”). To serve you better, our Platform is continuously evolving, and we may change or discontinue all or any part of the Platform, at any time and without notice, at our sole discretion.

### **AMENDMENTS / MODIFICATIONS**

Whroom reserves the right to change the particulars contained in the Agreement from time to time and at any time. If Whroom decides to make changes to the Agreement, it will post the new version on the website and update the date specified above or communicate the same to you by other means. Any change or modification to the Agreement will be effective immediately from the date of upload of the Agreement on the Platform. It is pertinent that you review the Agreement whenever we modify them and keep yourself updated about the latest terms of Agreement because if you continue to use the Whroom Buddy Services after we have posted modified Agreement, you are indicating to us that you agree to be bound by the modified Agreement. If you don’t agree to be bound by the modified terms of the Agreement, then you may not use the Whroom Buddy Services anymore.

### **WHROOM BUDDY SERVICES**

Whroom Buddy Services is a marketplace feature of the Platform more particularly described below. that helps owners of vehicles connect with users in temporary need of a vehicle on leasehold basis (“**Guest**”) for their personal use (“**Whroom Buddy**”). Whroom does not itself lease or deal with such vehicles in any manner whatsoever and only provides a service connecting the Buddy to the Guests so they may enter into a Lease Agreement (defined below). You understand and agree that Whroom is not a party to the Lease Agreement entered into between you as the Buddy of the vehicle or you as the Guest of the vehicle, nor is Whroom a transportation service, agent, or insurer. Whroom has no control over the conduct of the Users of the Whroom Buddy Services and disclaims all liability in this regard.

Whroom Buddy Service aims to establish and provide a robust marketplace of reliable Buddy and Guests. Although Whroom Buddy Services provides support for the transaction between Buddy and Guests, we do not guarantee the quality or safety of the vehicles listed on the Platform, nor can we guarantee the truth or accuracy of any listings, or whether Buddys and Guests will consummate a transaction, including the completion of any payment obligations.

### **SERVICES INFORMATION**

Whroom Buddy Services comprises of (a) the marketplace feature of the Platform that enables Buddys and Guests satisfying the applicable eligibility criteria listed below to connect with one another for leasing of vehicle for personal use; and (b) support/facilitation services for leasing including, among others, assistance with execution of the lease agreement, payment facilitation, vehicle cleaning/sanitization, vehicle delivery, on-road assistance, prospective

Guest diligence and vehicle usage/location tracking (“**Add-on Services**”); and (iii) web widgets, feeds, mobile device software applications, applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, or offered by Whroom. Whroom attempts to be as accurate as possible in the description of the Whroom Buddy Services. However, Whroom does not warrant that the Whroom Buddy Services, information or other content of the Platform is accurate, complete, reliable, current or error-free. The Platform may contain typographical errors or inaccuracies and may not be complete or current.

Whroom reserves the right to correct, change or update information, errors, inaccuracies, subjective conclusions, interpretations, views, opinions or even human error, or omissions at any time (including after an order has been submitted) without prior notice. Please note that such errors, inaccuracies, or omissions may also relate to availability and Whroom Buddy Services. The user of the Whroom Buddy Services shall not hold Whroom liable for any loss or damage relating to the same.

### **USE OF WHROOM BUDDY SERVICES**

While you may use some section/features of the Platform without registering with us, to access the Whroom Buddy Services you will be required to register and create an account with us. Thereafter, only by the Buddys and Guests satisfying the applicable eligibility criteria (listed below) will be able to use the services subject to the terms and conditions of this Agreement.

### **ELIGIBILITY**

The Whroom Buddy Services are intended solely for users who are 18 years or older and satisfy user specific criteria below. Any use of the Whroom Buddy Services by anyone that does not meet these requirements is expressly prohibited.

#### *Buddy/Vehicle Eligibility Criteria*

- The Buddy must have valid passport, Aadhar number and/or other form of government issued identification document.
- The vehicle(s) proposed to be listed must be eligible non-transport or private personal use vehicle registered solely in your name. At the time of listing the vehicle(s) being listed should also not have any pending insurance claims and/or other on-going litigations, legal claims or any other claims that may arise in tort or law.
- Your vehicle must be registered, located in the state in India where is sought to be listed and have valid registration certificate issued by relevant regional transport authority under Motor Vehicles Act, 1988 (“**MVA**”).
- Your vehicle must be less than 7 years old and should meet all legal requirements of the state of its registration and usage.
- Your vehicle must be clean, well maintained and have the basic accessories, including safety device as per our maintenance, component and safety standards/equipment specifications attached hereto as Annexure I.
- You must abide by our exclusivity policy, which mandated that vehicle you list on Platform must be exclusively shared on the Platform and can’t appear on another car sharing/leasing platform.
- Your vehicle must meet our minimum insurance requirements of having Third Party Comprehensive Insurance as is mandated under Motor Vehicle Act, 1988.
- Your vehicle must have fewer than 70000 kilometers and have never been declared a total loss.
- You must have fitment of the In-Vehicle Devices in your vehicle to ensure safety and tracking of the vehicle.

### *Guest Eligibility Criteria*

- The Guest must have a valid driving license issued by appropriate authority under Government of India.
- The Guest must have valid passport, Aadhar number and/or other form of government issued identification document.
- The Guest must be legally solvent with a minimum monthly income of not less than INR 30,000 as substantiated by bank account statement of 6 months.
- The Guest must have no recent vehicle accidents in the last year, major traffic violations in the last 1 year, more than 2 recent moving violations and history of non-payment of failure to pay.
- The Guest must have a clean criminal record, including but not limited to no felony(s), no violent crime(s), theft(s) or offence related to prohibited substance(s).

### **REGISTERING AND CREATING YOUR ACCOUNT**

To access and use the Whroom Buddy Services, you shall have to open an account on the Platform with a valid email address by providing certain complete and accurate information and documentation including but not limited to your name, date of birth, an email address and password, and other identifying information as may be necessary to open the account on the Platform. Each user may open and maintain only one account on the Platform

Please see below an indicative list of documents that you will be required to submit as part of the registration process on the Platform. Whroom may on a need basis request submission of additional documents as well, as it may deem necessary for facilitation of Whroom Buddy Services.

#### *For Buddys:*

1. Registration Certificate.
2. Pollution Under Check Certificate.
3. Car Insurance.
4. Current Address Proof. (Rent Agreement/Company Allotment Letter etc.)
5. Valid Government ID Card (Aadhar, Voter's ID, Passport etc)
6. PAN Card

#### *For Guest:*

1. Valid Driver's License.
2. Valid Government ID Card (Aadhar, Voter's ID, Passport etc)
3. Current Address Proof. (Rent Agreement/Company Allotment Letter etc.)

Once you have created an account with us, you are responsible for maintaining the confidentiality of your username, password, and other information used to register and sign into our Platform, and you are fully responsible for all activities that occur under this username and password. Please immediately notify us of any unauthorized use of your account or any other breach of security by contacting us at [support@whroom.in](mailto:support@whroom.in). If you interact with us or with third-party service providers, you agree that all information that you provide will be accurate, complete, and current. You acknowledge that the information you provide, in any manner whatsoever, are not confidential or proprietary and does not infringe any rights of a third party. By registering on the Platform, each applicant i.e., the Buddy and the Guest authorizes Whroom and Whroom reserves the right, in its sole discretion, to verify the documents submitted by such applicant through the Platform. Whroom may in its sole discretion use third-party

services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Whroom to request, receive, use, and store such information in accordance with our Privacy Policy. Further, Whroom reserves the right, at its sole discretion, to suspend or terminate the Whroom Services to any of the registered users while their account is still active for any reason whatsoever. Whroom may provide any information necessary to the Buddys, insurance companies, or law enforcement authorities to assist in the filing of a stolen car claim, insurance claim, vehicle repossession, or legal action.

EACH BUDDY AND GUEST ACKNOWLEDGES AND AGREES THAT NEITHER WHROOM NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TOWARDS ANY: (1) USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USERNAME OR PASSWORD; (2) PERSONAL BELONGINGS WHICH IS CLAIMED BY GUEST TO BE LOST OR STOLEN ONCE THE BOOKING PERIOD ENDS; AND (3) THE UNAUTHORIZED USE OF YOUR USERNAME AND PASSWORD FOR YOUR PLATFORM ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH WHROOM AND OTHER USERS.

### **ONBOARDING VEHICLE & LISTING BY THE BUDDY**

Once the user account is created, Buddys can onboard and list their vehicle(s) on the Platform for leasing.

Each such listing shall have a defined start time and end time (such period from the Start Time to the End Time being called the “**Listing Period**”) and choice of Designated Location (as specified below).

Listing can be created from the Platform at least 1 hour in advance. Buddy shall ensure the availability of the vehicle at the Designated Location for bookings during a Listing. Each Listing Period shall be for a minimum of 24 hours and a maximum period of 6 months.

Cancellation / Rescheduling of a Listing: Buddy shall have the right to cancel or reschedule a listing at any point of time. Charges, as stipulated in the Fee Policy shall be applicable on cancellation or rescheduling of a Listing under certain conditions. However, in case where there are multiple cancellations in Guest booking/s due to Buddy/s misdemeanour or unwarranted cancellations by the Buddy himself, Whroom at its sole discretion, shall have the right to terminate Buddy from its platform and delist any/all vehicles listed on the Platform by such Buddy

Designated Location: The vehicle shall be parked at Buddy’s own location. Buddy shall ensure that the vehicle is parked in a clean, safe and clearly identifiable location (a “**Designated Location**”). Buddy shall have the option of specifying up to 2 (two) Designated Locations within the city limits. Buddy shall provide Whroom detailed directions to the Designated Location(s) for ensuring that Guests are able to find and access the vehicle. If a Designated Location has restricted access, Buddy shall ensure that Guests are able to access the location for a booking to make the pickup process seamless.

For the use of listing service, you shall allow the personnel/representatives of Whroom to visit your premise for assessment of your vehicle and installing the In-Vehicle Device in your vehicle to ensure its complete safety. Upon installation / fitment of the In-vehicle Device the vehicle will be returned to the location designated by you. You hereby unconditionally agree not to tamper or remove such In-Vehicle Devices. You further agree and acknowledge that such installed In-vehicle Devices may require minor modification from time to time and you shall provide full access of the vehicle to Whroom or any other party appointed by Whroom for the purpose of modification of such devices. In case you remove or otherwise tamper the In-vehicle Devices, you shall be liable to pay Whroom the actual cost of such In-vehicle Device. Whroom further reserves the right to deduct the foregoing amount from amount to be paid by Whroom to you. Both Buddy and Guest acknowledge and accept that Whroom shall not be liable for any consequential damages arising due to such unauthorized removal and/or tampering of In-vehicle Device by either of the parties For the purpose of this Agreement, “**In-Vehicle Devices**” means and includes the various devices selected by Whroom to be installed in the vehicle for the security, safety, tracking and health monitoring of the vehicle.

Buddy hereby expressly consent to any consequential loss and warranty loss such as OEM “Original equipment Manufacture” warranty that you may suffer, as a result of fitment of the

In-vehicle Device in the vehicle. Whroom will compensate the Buddy for any consequential losses to the electrical wiring as may be included in the Electrical Warranty provided by the OEM which occurs during the period the vehicle is in use by the Guest on account of the same. Notwithstanding the foregoing Whroom will not provide any compensation upon termination of this Agreement or your account for any other reason whatsoever. You will not fit any other devices in the vehicle other than the In-Vehicle Devices, whether for customer privacy, GPS or otherwise. Upon termination of this Agreement for any reason whatsoever, Whroom will be authorised to remove In-Vehicle Device installed in the vehicle and any failure to do so due to a reason attributable to you, will result in a penalty on you as per the Fee Schedule.

Further, you acknowledge and accept that Whroom collects GPS and driver behaviour related data through the In-Vehicle Devices and that the same will be collected even when you are using it for your personal use due to fitment of In-Vehicle Device in your Vehicle. You hereby agree and expressly consent that Whroom shall be allowed to collect such aforementioned data until removal of the In-Vehicle Device from the Vehicle.

Once the vehicle onboarding process is complete the Vehicle will be listed on the Platform. Your Buddy listing page will also include information such as your city and area detail where the vehicle is located, your listing description, your public profile photo, your responsiveness in replying to Guests' queries, and any additional information you share with other users via the Platform.

By listing a vehicle, Buddys are agreeing to (i) provide true and accurate information and are representing that the information that they are providing is accurate; (ii) that the photos, contained in the listing are actual photos of the vehicle being advertised, and that they are not misrepresenting their vehicle in any way; (iii) maintain only one active listing, per vehicle, at a time; (e) truthfully represent any claims or allegations of damage; and (f) work in good faith to resolve any disagreement with Whroom and the Guests.

#### **ONLINE BOOKING**

Once your account is created on the Platform, the Guest will receive confirmation of successful creation of Guest account from Whroom. Thereafter, the verified Guests can view the vehicles listed on the Platform and send a booking request for your vehicle via the Platform.

The Guest will be able to (i) book the trip to start at any time of the day subject to availability; and (ii) choose a start time of the trip from the next hour from the time of the booking.

Upon receipt of booking request in relation to a vehicle, Whroom shall confirm such booking and communicate details of the final booking with the Buddy and the Guest through an email, text message or message via the Platform confirming such booking.

By accepting these terms relating to the online booking process, the parties hereby acknowledge and agree that (i) each of the Buddy and Guest accept the conditions for listing the vehicle on the Whroom Platform and use of Whroom Services. (ii) Whroom is merely a facilitator and any arrangements entered into between Buddy and Guest through this Platform or otherwise is solely at their own risk and expense.

#### **VEHICLE OWNERSHIP**

The parties, specifically the Guests understand that this Agreement only grant rental/usufructuary/ limited rights of use over the vehicle, and all along the absolute and unencumbered ownership of the vehicle for all intent and purposes, including for regulatory requirement under the applicable laws in India, will remain with the Buddy. This Agreement will cover all terms of listing and availing of Whroom Buddy Services and the Lease Agreement (as defined under) shall cover the terms of the subsequent booking as agreed between the Buddy and the Guest, including Damage Protection Fee (defined below), liability for violations, theft/accident, confiscation of vehicle, insurance, issues related to the use of the vehicles, and so on. It is hereby clarified, and the Buddy and the Guest acknowledge that Whroom is not the owner of the vehicles listed on its Platform and is merely a facilitator as provided under this Agreement.

#### **LEASE OF VEHICLE**

Upon acceptance of the booking by the Buddy, the Buddy and Guest will be required to duly enter into a standard lease agreement ("**Lease Agreement**") to formally execute the terms and conditions and commercials for such booking to ensure compliance with the requirements of applicable law. Whroom shall assist both the Buddy and the Guest with the electronic

execution and record keeping as a part of its Whroom Buddy Services. The Guest understands and accepts that the trip cannot start unless the Lease Agreement is duly executed over our Platform.

The Buddy hereby acknowledges and agrees that by accepting the terms of this Buddy T&C, all Lease Agreements that are executed over the Platform with any Guest for the Buddy's vehicle bear the Buddy's express consent and such Lease Agreement shall constitute a binding agreement between the Buddy and the Guest. The Buddy also acknowledges and agrees that he/she is cognizant of the terms of all such lease agreements and the corresponding booking details that have been executed over the Whroom Platform for the particular trip. The Buddy shall receive a copy of the executed Lease Agreement through email along with the booking details soon after the same has been executed by Guest upon the Platform.

The Lease Agreement will cover all terms of lease as agreed between the Buddy and the Guest (collectively the "**parties**") including Lease Rental, Damage Protection Fee (defined below), liability for any traffic and/or parking violations, theft/accident, confiscation of vehicle, insurance, issues related to the use of the vehicles, Guest's obligations, dispute resolution and so on. Upon execution of the Lease Agreement and delivery of the Vehicle to the Guest, the Buddy shall constitute the demise of the vehicle to the Guest (defined as "**Guest**", on the terms and conditions contained therein ("**Lease Agreement**").

By utilizing a separate Lease Agreement or otherwise displaying terms relating to the lease as part of the online booking process, the parties hereby acknowledge and agree that (i) such separate Lease Agreement is directly between the Guest and the Buddy; (ii) Whroom is not party to such separate Lease Agreement, (iii) Lease Agreement executed, is solely at the parties' own risk and expense, (iv) nothing contained in the Lease Agreement, on the Platform or this Agreement is a substitute for the advice of a legal counsel and (v) the parties have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary the Lease Agreement to ensure compliance with applicable laws. If there is any conflict between the terms of a separate Lease Agreement and this Agreement, the terms of this Agreement shall prevail.

#### **OFFLINE ARRANGEMENTS**

Any instances where the Buddy and the Guest enter into a lease, rental or similar/analogous arrangement involving the hiring/sharing/renting of the listed vehicle (by whatever name called) with an intention to circumvent the Platform, while using, attempting or intending to wrongly benefit from Whroom Buddy Services or any other services on the Platform, including without limitation, the additional insurance coverage (herein any such arrangement to be referred as ("**Offline Arrangements**") shall be contravention of this Agreement. Please note that such Offline Arrangements are not permitted for vehicle/s listed on the Platform. If any such offer to lease a listed vehicle outside the Platform, is made to/by either Parties (Buddy or the Guest), the same should be reported to Whroom immediately. If you fail to follow these requirements, you may be subject to a range of actions, including limits on your access to Whroom Buddy Services and other services, restrictions on listings, suspension of your account, application of Facilitation Fees, and recovery of our expenses in policy monitoring and enforcement. Furthermore, Offline Arrangements are explicitly excluded from any Whroom offered insurance coverage or claims and Whroom shall in no case be held liable for any damages (direct or indirect), consequential losses, loss of profit/business as faced by Buddy or the Guest entering into such an arrangement.

#### **VEHICLE DELIVERY**

Soon after execution of the Lease Agreement the Buddy shall:

- have the vehicle is cleaned, sanitized and kept ready for delivery (including servicing and routine maintenance) as per our maintenance, component and safety standards/equipment specifications in Annexure I or opt for Whroom's Add-on Service in this regard, details and terms available on the website
- keep the vehicle Key(s), original documentation of the Vehicle, including the registration certificate, Vehicle Insurance policy, Pollution Under Control (**PUC**)

Certificate and other mandatory documents, if any, prescribed by the relevant authorities under Applicable Laws (the “**Vehicle Documentation**”) ready for delivery.

- ensure that the vehicle is delivered Guest at the Designated Location and at the specified time.

The Guest can opt to take delivery of the vehicle, vehicle key(s) and Vehicle Documentation from the Designated location on the agreed Delivery Date or opt for our Delivery Add-on Service (for contactless vehicle delivery to your doorsteps. If the Guest opts for home delivery of the vehicle, any risk, damages to the vehicle in transit to the Guest's location will be treated as an accident case and the repair will be covered as per the insurance policy.

The Guest must be present in-person to take or receive the delivery of the vehicle. The Guest must examine the vehicle before accepting its delivery and shall deemed to have satisfied himself as to its condition and suitability for his/her purpose, and its compliance with any prescribed safety standards. After the delivery, any fault in the car shall be dealt with in accordance with the terms of the Lease Agreement.

Cancellation of Booking / Reduction of Booking Period: If the Guest wishes to cancel a booking or reduce the booking period for which the vehicle has been reserved, Guest must do so in advance, in pursuance of the Fee Policy. Furthermore, if the Guest refuses and/or is unable/unwilling for any reason to accept delivery of the vehicle, the booking shall be automatically cancelled and the any Lease Rental paid in advance shall stand forfeited to compensate the Buddy for the costs, charges, expenses, losses incurred by the Buddy arising out of such an action of the Guest, in pursuance of the Fee Policy. In case of any loss suffered by the Guest due to non-delivery, delay in delivery, failure in delivery, the Guest will not hold Whroom responsible for such loss.

## **VEHICLE USAGE TERMS**

The vehicle shall be driven only by the Guest and used in a prudent and careful manner solely for Guest's personal use within the territory specified in the Lease Agreement (“**Permitted Territory**”), in strict compliance with the requirements of the applicable Laws of India and the conditions of the Lease Agreement (the “**Permitted Use**”).

Other than the Permitted Use, all other uses of the vehicle including the usages as listed in the Lease Agreement (by the Guest and/or any other person(s) directly or indirectly acting through, authorised by or on behalf of the Guest), are strictly prohibited (the “**Prohibited Uses**”) and shall result in immediate termination of the Lease and Whroom Buddy Services without any notice to the Guest. The Prohibited Uses shall more particularly be described in the Lease Agreement between the Buddy and the Guest. Notwithstanding anything contrary to the above, Guest shall, at all times be liable to compensate Buddy during the Booking Period for any/all deliberate damages caused to the vehicle by Guests an/or any of his/her co-driver or any other person who was permitted to drive the vehicle by the Guest .

## **AGREED MILEAGE**

Agreed mileage of a vehicle for the booking period shall be as specified in the booking details on the Platform (“Agreed Mileage”) and in case the actual use of the vehicle varies from the Agreed Mileage, charges towards the difference be paid the Guest to the Buddy or vice versa, as per our Fee Policy at the time of expiry of booking period or its earlier termination.

## **FACILITATION FEE, DAMAGE PROTECTION FEE, FIXED PAYOUT AND LEASE RENTAL**

### **1. Facilitation Fee:**

Whroom shall be entitled to charge the Buddy a fee in lieu of provision of Whroom Buddy Services (“**Facilitation Fee**”). This Facilitation Fee shall be calculated as a certain percentage (more particularly described in Fee policy) of the Rental. The Facilitation Fee shall be deducted from the Lease Rental at the time of pay-out to Buddy.

### **2. Platform Fee:**

- a. Whroom shall be entitled to charge the Buddy a fee of INR 500 per month in lieu of the safety and operational expense of Buddy's car ("Buddy Platform Fee"). The Platform Fee shall be deducted from the Lease Rental at the time of pay-out to Buddy.
- b. Further, at the time of booking Guest shall pay a fee of INR 99 per booking ("Guest Platform Fee") in lieu of the services provided to the Guest on Whroom Platform. The Platform Fees shall be payable by Guest in addition to the Damage Protection Fee payable at the time of booking a vehicle.

## 2. **Damage Protection Fee:**

At the time of booking a vehicle, the Guest shall have to pay upfront a fee for insuring the vehicle at the time of the trip and ("**Damage Protection Fee**"). Whroom shall facilitate such protection plan from time to time on payment of such Damage Protection Fee.

## 3. **Pay-out to the Buddy:**

For the first 3 months from onboarding of the vehicle ("Initial Pay-out period"), the Buddy shall be eligible to a pay-out solely on basis of the period for which the Buddy has listed the vehicle on the Platform the Buddy shall be paid on the basis of the Lease Rental as paid by the Guest post deduction of the Whroom Facilitation Fee as applicable.

## 4. **Lease Rental**

For Guest: The Guest shall be liable to pay a fee ("**Lease Rental**") for leasing the vehicle and it shall be inclusive of the applicable taxes (if any) in force. The same is dynamic and subject to vehicle type, booking distance and dates, location etc, and shall be payable as per the terms and timelines mentioned in the Fee Policy. All such payments shall be made by the Guest over the Whroom Platform and payment to Whroom shall be considered the same as payment made directly to the Buddys by the Guests.

For Buddy: The Buddy shall be paid on the basis of bookings made and shall receive the Lease Rental paid by the Guest on the hourly tariff during booking period. The same shall be remitted to the Buddy, post deduction of any Buddy Platform Fee, Facilitation Fee, charges for any add-on services (if availed by Buddy), and applicable taxes (if any). The Pay-out Cycle for remitting such Lease Rental to the Buddy shall be (within 14-24 hours) and any further charges and refunds shall be reconciled on a weekly basis and amounts for the previous week (ending on Sunday) shall be credited to Buddy's account on the next working day.

## 5. **Other payments, refunds, and penalties:**

1. In addition to the above Lease Rental and the Damage Protection Fee, the Guest shall also be liable for the following as described in the Fee Policy:
  - Default interest and reminder fee for late payments.
  - Add-on Charges (if availed) for services like home delivery facility or addition of a co-driver for the trip.
  - Charges for cancellation, rescheduling, extension of booking period, late return or returns at wrong location shall be levied as per the Fee policy.
  - Charges for loss of keys, documents, unpaid tolls, traffic violation penalties.
  - Cost for any damages which may include both cost of repair as well as insurance cover as per the standard rates in the Fee Policy.
2. The Guest acknowledges and agrees that he/she shall be liable to pay such charges on occurrence of any of the above-mentioned event/s and hereby authorizes Whroom, to set off any amounts as may be due from Whroom to the



Guest against any amounts that may be payable by the Guest under this Agreement, as the case may be.

3. Guest also acknowledges and agrees that Whroom shall have the right to prohibit the Guest from making a subsequent booking on the Platform until all outstanding fees in the Guest's account have been paid in full.
4. The Guests also understands and agrees that Whroom may charge additional fees for failed payments, returned/cancelled cheques. The Guest will be responsible to reimburse us for all costs of collection, including collection agency fees, third party fees, and legal fees, and costs.
5. If you are a Buddy, you understand, acknowledge, and agree that Whroom may set the booking/reservation fee for your vehicle as per the Fee Policy. Whroom will adjudicate the booking/reservation fee on your behalf, which means processing the Guest's [credit/debit card], retaining the Facilitation Fees and other add-on services fee, if any, commission and remitting such funds to you as provided in this section.
6. Whroom reserves the right to withhold payment or charge back to your account any amounts otherwise due to us under this Agreement, in the event of any account information is lacking or mismatched or in the event of where there has been any breach of this Agreement by you, pending Whroom's reasonable investigation of such breach.
5. To ensure proper payment, both Guest and the Buddy are solely responsible for providing and maintaining accurate contact and payment information associated with your account, which includes, without limitation, applicable tax information and Whroom shall in no case be held liable on account of any error in payments due to information wrongly provided by you.
6. Notwithstanding anything contained herein, it is clarified that Whroom shall in no way be responsible or liable for any direct/indirect penalties, charges, etc. levied by any tax authorities on Buddy and shall penalize and seek reimbursement from the Buddy in the event such liability is extended to Whroom due to Buddy's default
7. If you dispute any payment made hereunder, you must notify Whroom in writing within 5 days of any such payment; failure to so notify Whroom shall result in the waiver by you of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by Whroom.
8. In the event of a conflict between this Clause and terms of the Fee Policy, the terms set forth in the Fee Policy shall prevail.

#### **BUDDY'S OBLIGATIONS**

In connection with use of or access to the Whroom Buddy Services the Buddy shall not, and hereby agrees that it will not, nor advocate, encourage, request, or assist any third party in activity or otherwise, to harm or threaten to harm users of our community, including but not limited to, (i) "stalking" or harassing any other Guest or Buddy of Whroom community or user of the Platform (ii) collecting or storing any personally identifiable information about any other member or associate of Whroom community, other than as specifically agreed / allowed herein (iii) engaging in physically or verbally abusive or threatening conduct; or (iv) using our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers.

The Buddy is also bound to maintain car conditions and ensure continuity of his listings for agreed upon periods on our Platform.

Buddy further agrees and acknowledges that in case of any concerns including but not limited to the damages caused to the vehicle during the booking period shall only be raised by raising his/her concern via authorized ticket support process. If the Buddy refuses or denies to follow the due redressal mechanism continuously, Whroom shall at its sole discretion have the right to terminate such Buddy from the Platform. Further Whroom shall not be liable to entertain or make good for any such damage or other claims unless the same is duly routed through the authorized ticket support process.

Checklists help us ensure that all information regarding the vehicle, the trip and customer experience are captured so we can serve the Buddys and Guests better. Accordingly, Buddy shall be responsible for filling:

- “*Car Ready Checklist*” within 12 hours of listing start time. If the Buddy fails to fill it within mentioned timelines, then the listing gets cancelled automatically.
- “*Booking End Checklist*” within 12 hours of the booking end time or the start time of the next booking. If the Buddy fails to fill the checklist within the above stipulated timelines, then the last available information with Whroom (for e.g. from the Guest checklist) shall be deemed as final for the closure of the booking.

#### **Guests OBLIGATIONS**

Both parties shall be responsible to ensure compliance with the provisions of the Lease Agreement at times during the Lease Term and until the return of the vehicle to the Buddy in good working condition. In addition to other obligations and covenants under the Lease Agreement, as regards the use of the Vehicle during the aforesaid period the Guest shall:

- at his/her expense maintain the cleanliness, condition, and appearance of vehicle in as good an operating condition as it was on the commencement date of the Lease Term.
- use the Vehicle only for the Permitted Use in conformity with the Buddy’s manual instructions provided as part of Vehicle Documentation, applying the same degree of care when using the vehicle as would ordinarily be exercised if it belonged to the Guest and strictly refrain from Prohibited Use of Vehicle and other requirements as laid down more particularly in the Lease Agreement under the Section “Terms of Vehicle Usage”
- ensure the safekeeping and presence of the Vehicle Documentation in the vehicle. If these documents are lost or stolen, the Guest will be charged the cost of obtaining duplicates and be remitted to the Buddy along with all other charges for damages and Lease Rental as payable to the Buddy

#### **ACCIDENT, THEFT, TRAFFIC VIOLATION AND CONFISCATION**

All instances of accident, damage, theft, traffic violations and confiscation of or involving the vehicle during the Lease Term shall be handled by the parties in accordance with the provisions of the Lease Agreement, including alleged damage or other issues. The Buddys and the Guests further agree to honestly represent any claims or allegations of damage and to work in good faith with each other to resolve any disagreement in keeping with the terms of the Lease Agreement.

#### **INSURANCE & DAMAGE PROTECTION**

The Buddy shall maintain a minimum of third party comprehensive insurance as mandated by Motor Vehicles Act, 1988 for the vehicle with an insurance company of its choice (“**Vehicle Insurance**”).

The Guest shall be responsible for payment of all expenses associated with any risks and ensuing damage to the vehicle including without limitation theft, partial or total destruction etc. In doing so, the Guest shall be required to avail trip protection plans/insurance through the Platform and shall be required to avail so at requisite fee (Damage Protection Fee) over and

above the Lease Rental. Guest acknowledges and agrees to abide to the terms and conditions pertaining to the trip protection plan/insurance, including without limitation its coverage, exclusions and process of invocation.

Whroom shall assist the Buddy in filing and administering such claims for damages, theft or loss of vehicle. Platform shall also assist the Guest in administration of claims with the Buddy.

Both Buddy and the Guest acknowledge and agree that the information gathered through the Booking Start/Pick-up Checklist and the Booking End/Drop Checklist is crucial to the Damage Protection process. Should the Buddy or the Guest fail to fill in these checklists, no claims of damage/repair etc shall be entertained or administered in absence of relevant proof collected through these checklists. The Guest shall not be allowed to contest claims from the Buddy/claim refunds and the Buddy shall not be allowed to raise claims in absence of such fully filled in checklists. In events of technical issues preventing the filling of checklist, the Buddy/Guest should immediately contact customer support for resolution.

The Buddy understands and undertakes that he/she shall not act in a manner contrary or prejudicial to the Platform or the Guest and extend his/her full cooperation and participation at the time of any such claim being invoked under the trip protection plan/insurance.

The Buddy also understands and agrees that in the event that the Buddy refuses, interferes, prevents the administration of the claim in any manner or repossesses the vehicle which is undergoing any maintenance/repair due to invocation of insurance, he/she shall forfeit any rights to claim damages from the Guest/ insurance company as the case maybe. Neither Whroom nor the Guest will be liable to make good any damages in such situation and shall stand discharged of all liabilities therein.

The Guest shall not do or omit to do or be done or permit or suffer any act which might or could prejudicially vitiate or affect any such damage protection plan and shall at all times extend full cooperation so that the claims can be effectively administrated.

The Buddy also understands and agrees that for the events including but not limited to the below listed, the vehicle shall not be protected under any trip protection plan/insurance. if:

- The damage occurs when the vehicle was in possession of Buddy and/or occurs due to deliberate/negligent acts of the Buddy itself.
- Any damage arising due to normal wear and tear of the vehicle or depreciation in quality or value of the vehicle as such including but not limited to self-heating, electrical arcing or leakage etc.
- Any specific exclusions as maybe listed by the insurance company in such a trip protection plan/insurance.

In case of total loss of vehicle, the Buddy understands and agrees to bind themselves to the depreciation level as prescribed under law or as prescribed by the relevant insurance company in line with market practice.

The Guest also understands and agrees that certain damages/incidents as listed below are not covered under such trip protection plans and the Guest will fully and personally be held liable for all costs and damages.

The following shall not be covered under trip protection plan/insurance:

- Any deliberate act of damaging the vehicle by the Guest or any of his/her co-driver.
- Any damage to the vehicle due to negligence or rash driving on part of the Guest or any of his/her co-driver.
- In case **vehicle seized by Police or any government traffic officer** due to any criminal charges during the lease period then only Guest should be responsible for it, buddy (vehicle owner) should not be a part of this activity.
- The Guest was tested with alcohol in blood or breath or used drugs and or other stimulants prohibited by the law.

- The Guest used the vehicle in a manner that is in contravention of law or the traffic regulations (over speeding, driving in restricted areas or any other illegal usage for racing/commercial usage etc).

In the event of any damage, theft, or destruction of the Vehicle during the Guest shall promptly inform the Platform and render all documentation and information including but not limited to information about the accident, assistance in filing of FIR or other relevant details as maybe necessary to invoke a claim with the company providing the trip protection plan/insurance with the assistance from the Platform.

Accordingly, the Guest shall pay to the Buddy, the amount of loss and/or damage not paid under the trip protection plan/insurance and be liable for the following:

*In case of Damage:*

The difference, if any, between the actual amount incurred in repairing the damage to the vehicle and the amounts recovered/to be recovered under the Vehicle Insurance.

*In case of theft/total loss of the Vehicle:*

- The shortfall between the claim amount received under the trip protection plan/insurance, and the book value of the vehicle at that time of its theft/total loss.
- If usage of vehicle at the time of its theft/total loss exceeds the Agreed Mileage (defined below), charge of the excess mileage incurred as per the rate specified in Fee Policy.
- For Retired Vehicles, damage protection compensation is not applicable and hence no payout shall be made for theft/ total loss of such Retired Vehicles.
- other cost/expense incurred by the Buddy for/in respect of assessment loss suffered by the vehicle and possibility of its restoration.
- other charges, if any, remaining unpaid by the Guest under the Lease Agreement.

Notwithstanding any such additional trip protection plan/insurance availed, under no circumstances shall Whroom be held liable towards the parties or a third party for any loss or damage that may be suffered by the parties or a third party, whether or not the same may be attributed to parties.

#### **VEHICLE RETURN / REPOSSESSION**

Upon the expiry of the Lease Term or earlier termination of the Lease Agreement (except termination on account of theft or total destruction/loss of the vehicle), Guest must at his/her own cost return the vehicle in the almost the same order and condition, as the Vehicle was at the time of commencement of the Lease Term, except normal wear and tear, with Vehicle Documentation, vehicle's key, key fob, in-vehicle devices and other starting device in its designated position in the vehicle to the Specified Location within the period specified in the Lease Agreement. The Guest is mandatorily required to fill up the Booking End/Drop Checklist for recording the car condition at the end of the trip. This will be followed by filling of a similar Booking End/Drop Checklist by the Buddy as and when the Buddy is returned the vehicle by the Guest.

If however, in case:

- The Guest returns the vehicle at a place other than the Designated Location, the Guest will be charged the cost of transportation of the vehicle from such place to the Designated Location.
- The Guest does not return the Vehicle within the specified period, Guest will be charged late return penalty specified in our Fees Policy till such time as the vehicle

is returned the Buddy and also the costs, expenses, charges etc. incurred by the Buddy for repossession of the vehicle.

- Damage cause to the returning vehicle, other than excepted wear and tear, the Guest will be charged penalty for such damages at the rate specified in our Fees Policy and approximate costs, expenses, charges for restoration of the vehicle to its original condition.
- Any item provided with the vehicle is lost, including without limitation its key, key fob, in-vehicle devices, other starting device to the vehicle or any component(s) of the vehicle, Vehicle Documentation is missing, the Guest will be charged with (a) Lease Rental (pro-rated on hourly basis) until the missing item is returned safely to the Buddy; and (b) an inconvenience fee if the lost items are not returned and need to be replaced.
- The actual usage of the vehicle by the Guest exceeds the Agreed Mileage, the Guest shall pay the excess mileage charge as per the rate specified in our Fees Policy.
- All such disputes shall be administered only by means of the information gathered through Booking Start/Pickup Checklist and the Booking End/Drop Checklist as duly filled in by both Buddy and the Guest. The Guest should ensure that these checklists are duly filled in to avoid any hassles and additional penalties for damages caused.

#### **WARRANTIES OF THE PARTIES**

##### *Buddys' Warranties:*

Each Buddy represents and warrants to Whroom that:

- Buddy is the sole legal, beneficial and registered owner of the vehicle(s) listed on the Platform.
- The vehicle you offer for listing on the Platform is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use and meets the vehicle eligibility criteria mentioned in this Agreement.
- Buddy has the full legal right, capacity, power and authority to enter into and execute the Lease Agreement, Agreement and General Policies, be contractually bound by and comply with all rights and obligations contracted under each of these documents.
- There is no action, investigation or other proceedings of any nature whatsoever, by any governmental authority or third party against the Buddy, which would restrain, prohibit or otherwise challenge the Lease, any listing of the vehicle on the Platform, Buddy's posts on Platform and/or or a Guests's use of vehicle pursuant to the Lease Agreement.

##### *Guests' Warranties:*

Each Guest represents and warrants that:

- The Guest is above the legal driving age requirement and has a valid driving license for the use and operation of the vehicle in accordance with requirements of applicable laws.
- The Guest has the full legal right, capacity, power, and authority to enter into and execute the Lease Agreement, this Agreement and the General Policies and be

contractually bound by and comply with all rights and obligations contracted under each of these documents.

- There is no action, investigation, or other proceedings of any nature whatsoever, by any governmental authority or third party against the Guest, which would restrain, prohibit, or otherwise challenge the transaction as contemplated by the Lease Agreement.

#### **WARRANTIES OF WHROOM**

The Platform and Whroom Buddy Services are provided to you "AS IS". We make no representations regarding the use of or the result of the use/deposition of the contents on the Platform in terms of their correctness, accuracy, reliability, or otherwise. Whroom shall not be liable for any loss suffered in any manner by the user as a result of depending directly or indirectly on the depiction of the content on the Platform.

You acknowledge that the Platform is provided only on the basis set out in the General Policies. Your uninterrupted access or use of the Platform and Whroom Buddy Services on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the internet or other telecommunications services or as a result of any maintenance or other service work carried out on the Platform.

Whroom shall have the right, at any time, to change or discontinue any aspect or feature of the Platform, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, the Platform may discontinue disseminating any portion of information or category of information. Whroom does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Platform.

The postings on the Platform or on social networking sites, including the Platform's Facebook page, or any information provided over chat or e-mails exchanged with Whroom, its employees or representatives (collectively referred to as "**Information**") which are in furtherance of any communication made by the user with Whroom, its employees or representatives is based on the background provided by the user. While Whroom takes reasonable care to ensure that the Information is accurate, Whroom makes no representation and takes no responsibility for the accuracy, completeness, appropriateness, or usefulness of the Information. In the event any user relies on the Information provided by Whroom or its representatives/ employees, he/she may do so at its own risk. Under no circumstances will Whroom, its employees, representative or affiliates be liable for the Information or the consequences of relying on such Information.

#### **USERS' INDEMNITIES**

During the subsistence of the Lease Agreement and/or this Agreement, both parties i.e., the Buddys and the Guests shall at all times, indemnify, defend, hold harmless and keep indemnified, Whroom, its parent and affiliates and their respective directors, officers, employees, shareholders, agents, attorneys, assigns and successors-in-interest ("**Whroom Group**") against all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses arising out of or attributable to:

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- any losses, costs, charges or expenses (including between attorney and Guest and costs of litigation) or outgoings which Whroom shall certify as sustained or suffered or incurred by Whroom or any member of Whroom Group as a consequence of occurrence of default under the Lease Agreement, this Agreement and/or the General Policies.
- any loss, cost, charge, claim, damage, expense or liability that Whroom or any member of Whroom Group may suffer as a result of any representation or warranty made by the parties in connection with the Lease Agreement, this Agreement and/or the General Policies Agreement being found to be materially incorrect or misleading.

- any losses, claims, damages, expenses, liability for any death, injury or damage to any person or property that Whroom or any member of Whroom Group may suffer/ incur arising directly or indirectly from the listed vehicle or its use under the Lease Agreement, whether caused willfully/ or the result of rash and negligent driving or any malicious act.
- any claim for breach of intellectual property rights arising in connection with the Whroom Buddy Services and/or any other services provided by Whroom or any member of Whroom Group.
- liability and costs incurred by Whroom group in connection with any claim arising out of your use of the platform or otherwise relating to the business we conduct on the platform (including, without limitation, any potential or actual communication, transaction or dispute between you and any other user or third party), any content posted by you or on your behalf or posted by other users of your account to the website, any use of any tool or service provided by a third party provider, any use of a tool or service offered by us that interacts with a third party website, including without limitation any social media site or any breach by you of these terms or the representations, warranties and covenants made by you herein, including without limitation legal fees and costs.

Each of the above indemnity is a separate and independent obligation and continues after termination of this Agreement. The users also covenant to cooperate as fully as reasonably required in the defense of any claim. Further, Whroom hereby reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

#### **TERMINATION OF THIS AGREEMENT / WHROOM BUDDY SERVICES OR THE LEASE AGREEMENT**

This Agreement shall continue to apply and shall remain valid till the time the concerned party continues to use Whroom Services through its Platform or is terminated by either you or Whroom ("Term").

If You want to terminate this Agreement, You may do so by (i) not accessing the Platform or the Whroom Services; or (ii) closing Your account on the Platform for all of the listings or bookings of vehicles, as applicable, where such option is available to You, as the case may be; or (iii) discontinuing any further use of the Platform. Any such termination shall not cancel your obligation to pay for the Whroom Services and/or any other services already obtained from us and/ the Platform or affect any liability that may have arisen under the Governing Policies.

Additionally, Whroom shall have the sole discretion to suspend or terminate this Agreement and discontinue Whroom Services and/or services provided by us (through the Platform or otherwise) by providing 30 (thirty) days' prior notice to you. However, we may, at any time, with or without notice, suspend or terminate this Agreement and Whroom Services if:

- We required to do so by law (for example, where the provision of the Whroom Services to you is, or becomes, unlawful), or upon request by any law enforcement or other government agencies.
- The provision of the Whroom Services to you by Whroom is, in our sole discretion, no longer commercially viable to us.
- The User fails to make any of the payments or part thereof or any other payment required to be made to Whroom hereunder and/or in respect of the Whroom Services, or any other service provided by Whroom when due and such failure continues for a period of 15 (fifteen) calendar days after the due date of such payment.
- The User fails to perform or observe any other covenant, conditions or agreement to be performed or observed by it under any of the Governing Policies or in any other document furnished to Whroom in connection herewith.

- Termination of the listing or the booking on account of any wrongdoing of either party and/or violation of any terms, conditions and obligations of this Agreement and/or the Governing Policies.
- The vehicle is being used for a Prohibited Use, as determined by us in our sole discretion.
- Whroom has elected to discontinue, with or without reason, access to the Platform and/or the Whroom Services (or any part thereof).
- In the event Whroom faces any unexpected technical issues or problems that prevent the Platform, the Whroom Services, and/or any other services provided by Whroom from working.
- Any other similar unforeseen circumstances.

Termination of Lease Agreement by the Buddy/Guest:

Both the Buddy and the Guest may terminate the Lease Agreement as per the terms of the Lease Agreement.

Effects of Termination:

In case of termination of this Agreement or completion of a booking, in accordance with the terms hereunder and the Governing Policies:

- the Guest shall promptly and without delay return the vehicle to the Buddy, as per the vehicle return / repossession terms mentioned herein.
- the Guest shall pay, the outstanding Lease Rental (together with all late payment/charges thereon) and other unpaid sums/charges/costs payable by the Guest under the Agreement and Governing Policies.
- The Buddy shall pay, any outstanding amounts due payable by the Buddy under the Agreement and Governing Policies.
- The Buddy shall upon termination make its vehicle available to Whroom for removal of the In-Vehicle Device.
- Upon the return of the vehicle, the Guest shall be repaid the advance Lease Rental if any, paid by the Guest for the unexpired period of the booking period to the Guest subject to adjustment against other outstanding payable of the Guest for the booking made by him/her;
- Upon any termination of this Agreement either you or Whroom, you must promptly destroy all materials downloaded or otherwise obtained from the Platform, as well as all copies of such materials, whether made under the Governing Policies or otherwise.

**RECOMMENDATION OF PLATFORM**

Any recommendation made to you on the Platform during the course of your use of the Platform is purely for informational purposes and for your convenience and does not amount to endorsement of the Whroom Buddy Services by Whroom or any of its associates in any manner.

**USER CONTENT**

The information, photo, image, chat communication, text, software, data, music, sound, graphics, messages, videos or other materials transmitted, uploaded, posted, emailed or otherwise made available to us ("User Content"), are entirely your responsibility and we will not be held responsible, in any manner whatsoever, in connection to the User Content. You agree to not encourage or assist or engage others as well as yourself in transmitting, buddying, displaying, uploading, modifying, publishing transmitting, updating or sharing any information that:



Belongs to another person and to which the user does not have any right to;

- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, 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;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and/or
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Whroom shall in no way be held responsible for examining or evaluating User Content, nor does it assume any responsibility or liability for the User Content. Whroom does not endorse or control the User Content transmitted or posted on the Platform by you and therefore, accuracy, integrity or quality of User Content is not guaranteed by Whroom. You understand that by using the Platform, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will Whroom be liable in any way for any User Content, including without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via the Platform. You hereby waive all rights to any claims against Whroom for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with User Content.

You hereby acknowledge that Whroom has the right (but not the obligation) in its sole discretion to refuse to post or remove any User Content and further reserves the right to change, condense, or delete any User Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, Whroom has the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable and further reserves the right to refuse service and/or terminate accounts without prior notice for any users who violate these Terms and Conditions or infringe the rights of others.

If you wish to delete your User Content on our Platform, please contact us by email at [support@whroom.in](mailto:support@whroom.in) and request you to include the following personal information in your deletion request: first name, last name, user name/screen name (if applicable), email address associated with our Platform, your reason for deleting the posting, and date(s) of posting(s) you wish to delete (if you have it). We may not be able to process your deletion request if you are unable to provide such information to us. Please allow up to 30 business days to process your deletion request.

#### **INTELLECTUAL PROPERTY RIGHTS**

The "Whroom" name and logo and all related product and service names, design marks and slogans are the trademarks, logos or service marks (hereinafter referred to as "**Marks**") of

Whroom India Private Limited. All other Marks provided on the Platform are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Platform. Access to the Platform does not authorize anyone to use any Marks in any manner. Marks displayed on the Platform, whether registered or unregistered, of Whroom or others, are the intellectual property of their respective owners, and Whroom shall not be held liable in any manner whatsoever for any unlawful, unauthorized use of the Marks.

Whroom and its suppliers and licensors expressly reserve all the intellectual property rights in all text, programs, products, processes, technology, content, software and other materials, which appear on the Platform, including its looks and feel. The compilation (meaning the collection, arrangement and assembly) of the content on the Platform is the exclusive property of Whroom and are protected by the Indian copyright laws and International treaties. Consequently, the materials on the Platform shall not be copied, reproduced, duplicated, republished, downloaded, posted, transmitted, distributed or modified in whole or in part or in any other form whatsoever, except for your personal, non-commercial use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying, reproducing, duplicating, republishing, posting, transmitting, distributing or modifying.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, video clips and written and other materials that are part of the Platform (collectively, the “**Contents**”) are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Platform for your personal use only. We also grant you a limited, revocable, non-transferable, and non-exclusive license to create a hyperlink to the home page of the Platform for personal, non-commercial use only. Any other use, including the reproduction, modification, distribution, transmission, re-publication, display, or performance, of the Contents on the Platform is strictly prohibited. Unless Whroom explicitly provides to the contrary, all Contents are copyrighted, trademarked, trade dressed and/or other intellectual property owned, controlled or licensed by Whroom, any of its affiliates or by third parties who have licensed their materials to Whroom and are protected by Indian copyright laws and international treaties.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

PLEASE NOTE THAT WHROOM BUDDYSERVICES ARE INTENDED TO BE USED TO FACILITATE THE LEASING OF VEHICLE BY THE BUDDY AND TO THE Guest. WHROOM CANNOT AND DOES NOT CONTROL THE CONTENT IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY VEHICLE LISTED ON THE PLATFORM. WHROOM IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO, ANY AND ALL LISTINGS AND VEHICLE. ANY LEASING OF THE LISTED VEHICLE UNDER THE LEASE AGREEMENT OR OTHERWISE WILL BE DONE ENTIRELY AT THE GUEST’S AND BUDDY’S OWN RISK. FURTHER WHROOM SHALL NOT BE LIABLE TOWARDS THE LOSSES, DAMAGES, COSTS INCURRED BY THE BUDDY OR THE GUEST IN ABSENCE OF THE DULY FILLED IN BOOKING START/PICKUP CHECKLIST AND THE BOOKING END/DROP CHECKLIST. WHROOM SHALL ALSO NOT BE RESPONSIBLE FOR ANY TOTAL LOSS/THEFT CLAIMS UNDER DAMAGE PROTECTION PLAN FOR RETIRED VEHICLES.

THE PLATFORM IS PRESENTED “AS IS”. NEITHER WE NOR OUR HOLDING, SUBSIDIARIES, AFFILIATES, PARTNERS OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE PLATFORM OR ANY OF THE CONTENT, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR HOLDING, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PLATFORM; (c) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE PLATFORM; (e) VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE PLATFORM,

INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (f) ANY INACCURACIES OR OMISSIONS IN CONTENT; OR (g) EVENTS BEYOND THE REASONABLE CONTROL OF WHROOM. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT DEFECTS OR ERRORS WILL BE CORRECTED.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE PLATFORM OR YOUR USE THEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED RUPEES 10,000/-.

WHROOM MAKES NO CLAIM WITH RESPECT TO THE EFFICACY OF THE METHODOLOGY AND THE OUTCOME OF THE PRODUCTS AND SERVICES MAY VARY FROM USER TO USER. THE USER USES THE PRODUCT AND SERVICES AT THEIR OWN RISK.

YOU AGREE THAT NO CLAIMS OR ACTION ARISING OUT OF, OR RELATED TO, THE USE OF THE PLATFORM OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU HAVE A DISPUTE WITH US OR ARE DISSATISFIED WITH THE PLATFORM, TERMINATION OF YOUR USE OF THE PLATFORM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN WHROOM AND THE USERS OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND/OR WHROOM BUDDY SERVICES AND/OR ADD-ON SERVICES AND/OR ANY OTHER SERVICES PROVIDED BY WHROOM THROUGH THE PLATFORM OR OTHERWISE. THE TERMS OF THIS CLAUSE SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### **LINKS AND THIRD-PARTY SITES**

References on the Platform to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you. This does not in any way constitute or imply Whroom endorsement, sponsorship or recommendation of the third party, information, product or service or any association and relationship between Whroom and those third parties.

Whroom is not responsible for the content of any third-party websites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to link to any such third-party websites, you do so entirely at your own risk. Whroom does not assume any responsibility for examining or evaluating the offerings of the off-websites pages or any other websites linked from the Platform. We shall not be responsible for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-website pages and other websites that you visit via the Platform.

#### **GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the applicable laws of India. For proceedings arising therein the Courts at Bangalore shall have exclusive jurisdiction.

Any dispute or difference either in interpretation or otherwise, of this Agreement and/or the General Policies, shall be referred to an independent arbitrator who will be appointed by Whroom and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be held in Bangalore.

Without any prejudice to particulars listed in clause above, Whroom shall have the right to seek and obtain any injunctive, provisional or interim relief from any court of competent jurisdiction to protect its Marks or other intellectual property rights or confidential information or to preserve the status quo pending arbitration.

#### **PLATFORM SECURITY**

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation,

- accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any other user, buddy or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;"
- sending unsolicited email, including promotions and/or advertising of products or services; or
- forging any header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability

Whroom is entitled to investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any activity being conducted on the Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Whroom on the Platform and other than generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

#### **SEVERABILITY**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including or be so held by any applicable arbitral award or court decision, but not limited to, the warranty disclaimers and liability limitations set forth above, then such unenforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole but invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue to be in effect.

#### **ENTIRE AGREEMENT**

Unless otherwise specified herein, the General Policies constitutes the entire agreement between you and Whroom with respect to the Platform and the Whroom Buddy Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written.

#### **WAIVER**

Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

#### **ASSIGNMENT**

The users shall not be entitled to assign (in whole or in part) this Agreement or any of their rights or obligations hereunder, without prior written consent of Whroom, which consent may be given at Whroom's own discretion. Whroom shall have the right to assign (in whole or in part) this Agreement, or obligations of Whroom. In such an event, the users shall perform their respective obligations under or pursuant to this Agreement qua such assignee.

#### **FORCE MAJEURE**

This Agreement and its performance by Whroom or the users shall be subject to force majeure. If performance of any service or obligation under the terms and conditions of the General Policies, including this Agreement or other third parties in fulfilment of transaction (for e.g. home deliveries of vehicles, payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, pandemic, epidemic, lockdown, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative

of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Clause, which are beyond the reasonable commercial control of Whroom or its third parties performing such services as sub-contractor to Whroom and could not have been prevented by reasonable precautions (each, a "**Force Majeure Event**"), then Whroom shall be excused from such performance to the extent of and during the period of such Force Majeure Event. For the avoidance of doubt, a Force Majeure Event shall exclude any event that a party could reasonably have prevented by testing, work-around, or other exercise of diligence. If the period of non-performance exceeds 60 days from the receipt of written notice of the Force Majeure Event, either Whroom or the user may by giving written notice terminate the Agreement.

#### **GENERAL**

Nothing contained in this Agreement and/or General Policies shall be construed as creating any agency, partnership, or other form of joint enterprise between Whroom and the users.

If you have any questions regarding this Agreement, please email us at [buddy.support@whroom.in](mailto:buddy.support@whroom.in)