

TERMS OF USE

1. INTRODUCTION

Please read these terms of use ("**Terms**") carefully before using www.cars24.com or any other associated and related websites or mobile site and mobile applications (collectively, "CARS24 Website/Websites/Services") of **CARS24 Financial Services Private Limited**, a Company incorporated under the Companies Act, 2013 having its Registered Office at Plot No 65, 4th Floor, Sector 44, Gurgaon, Haryana -122003 ("**CARS24/Company**"). By using any CARS24 Websites, the guest users or registered users of the Website (hereinafter referred to as "**You**" or "**Your**" or "**Yourself**" or "**User**") signify Your agreement to be bound by these Terms ("**Agreement**").

2. USAGE OF WEBSITE/SERVICES

- 2.1 No information provided on this site shall be considered a substitute for Your independent investigation. These Terms are collectively an electronic record for the purpose of the Information Technology Act, 2000 ("**IT Act**") and the rules made thereunder. These Terms do not require any digital or electronic signature.
- 2.2 You must not modify the paper or digital copies of any materials You have printed of, or downloaded from, the CARS24 Websites in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 2.3 By using CARS24 Websites, You confirm that You accept these Terms and that You agree to comply with them. If You do not agree to these below mentioned Terms, You must not access this site, or access CARS24 Websites or any of the Services.
- 2.4 The Company neither warrants nor represents that your use of materials on this site will not infringe rights of third parties not affiliated with the Company. Unauthorised use of this website, any information contained therein and unauthorised entry into the Company's systems is strictly prohibited. Further, you may not use contact information provided on the site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the site or to surreptitiously intercept any system, data or personal information from the site. You agree not to interrupt or attempt to interrupt the operation of the site in any way. The Company reserves the right, in its sole discretion, to limit or terminate your access to or use of the site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which The Company may be entitled at law or in equity.
- 2.5 The information contained on this website does not constitute a recommendation, solicitation or offer by the Company or its affiliates to buy or sell any financial instruments or provide any investment advice or services. Prior to undertaking any transaction involving information you receive from this website, you should consult your business advisor, lawyer, tax and accounting advisors with respect to the price,



suitability, value, risk or other aspects of any stock, mutual fund, security or other investment.

3. AUTHORIZATION

- 3.1 Company may as a result of your interaction with the Services hold and process personal information obtained about you. When you access the Services and provide information the same will be deemed as your authorisation to Company (i) to use it for making lending decisions or decision to provide any Services (ii) to other service providers for offer various products and services which you may need (iii) for fraud prevention and debt collection (iv) to understand your financial needs (v) servicing Company relationship with you and to conduct Company's business and to provide you with better customer services and products.
- 3.2 You grant Company authority to pass such information to other agents as permitted by law so that they may do the same and they may pass information held by them about you to Company so that Company may do the same.

4. COVENANTS

- 4.1 You agree, undertake and confirm that by using the Website you agree that you shall not host, display, upload, modify, publish, transmit, update or share any information that — (a) belongs to another person and to which the user does not have any right to; (b) is 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; (c) harm minors in any way; (d) infringes any patent, trademark, copyright or other proprietary rights; (e) violates any law for the time being in force; (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (g) impersonates another person; (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; (i) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation. (j) threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder; (k) threatens critical information infrastructure.

- 4.2 Company is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website.
- 4.3 You agree to indemnify, defend and hold harmless the Company, its affiliates and its directors, employees, agents, licensors, service providers and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the site and any violation of these Terms of Use. If you cause a technical disruption of the site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

5. LIABILITY DISCLAIMER

The information, Services included in or available through the CARS24 Websites may include inaccuracies or typographical errors. Changes are periodically added to the information herein. CARS24 may make improvements and/ or changes in the CARS24 Websites at any time. CARS24 makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the CARS24 Websites for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind.

CARS24 hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall CARS24 be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the CARS24 Websites, with the delay or inability to use the CARS24 Websites or related Services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the CARS24 Websites, or otherwise arising out of the use of the CARS24 Websites, whether based on contract, tort, negligence, strict liability or otherwise, even if CARS24 or any of its suppliers has been advised of the possibility of damages. If You are dissatisfied with any portion of the CARS24 Websites, or with any of these Terms, Your sole and exclusive remedy is to discontinue using the CARS24 Websites.

6. TERMINATION/ACCESS RESTRICTION

CARS24 reserves the right, in its sole discretion, to terminate Your access to any or all CARS24 Websites and the related Services or any portion thereof at any time, without any prior notice.



7. MODIFICATION OF THESE TERMS OF USE

CARS24 reserves the right to change the terms, conditions, and notices under which CARS24 Websites are offered, including but not limited to the charges associated with the use of the CARS24 Websites. You are responsible for regularly reviewing these terms and conditions.

8. DETAILS OF GRIEVANCE OFFICER

Name: Hitesh

Phone No: +91 95604 00542

Email id: hitesh.chanana@cars24.com

9. DISPUTE RESOLUTION

You may write to CARS24 for any issues arising out of the usage of CARS24 Websites on customer care and CARS24 shall make all efforts to support You to resolve the same. However, CARS24 do not own any responsibility for any such issues and in case of any dispute arising out of the same by You against CARS24 then the same shall be referred to an Arbitrational Tribunal consisting of a Sole Arbitrator to be appointed by CARS24 and whose decision shall be final and binding. The venue of arbitration shall be New Delhi and language shall be English. By using the CARS24 Websites You provide consent for this clause as well.

10. GOVERNING LAW

This Agreement shall be governed by the laws of India. By using the CARS24 Websites, You hereby consent to the exclusive jurisdiction and venue of courts in New Delhi, India, irrespective of Your point of access to the CARS24 Websites. Use of CARS24 Websites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation to this paragraph.

*****End of Document*****