

TERMS AND CONDITIONS

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms and conditions or user agreement for access or usage of www.gocharlie.in website.

General

These Terms and Conditions contains rules and regulations, policies and terms and conditions and agreement applicable to any Person who may access or use www.gocharlie.in, including any sub domains, web pages or extension of www.gocharlie.in ("**Website**") and telecommunication media like SMS, email, phone calls etc (together the "**Platform**") and you hereby agree and acknowledge to be bound by these Terms and Conditions. These Terms and Conditions ("**Terms and Conditions**") shall come into effect on 0000 hours Indian Standard Time on 01 June 2014.

The use of the Platform and the services provided are subject to the rules and regulations, policies, notices, terms and conditions set forth or included by reference in these Terms and Conditions. For the purposes of these Terms and Conditions, 'User' and wherever the context may require 'You' (or any variation thereof), shall mean any natural or legal person (including any legal heirs, administrators or successors) who has agreed to become a user of the Platform by accessing or browsing the Website or otherwise, whether to avail or hire services on the Website or not, and/or has registered as a member of the Website by submitting identification information/ registration details using the computer system of this Website and accepting the electronic record of the Terms and Conditions and may or may not have obtained a unique username, a secret alpha and/or numerical key as password for using the Website. Unless the context otherwise requires, "Go Charlie Solutions Private Limited", "GCSPL", "Go Charlie", "We" or "us" or "our Company" or "the Company" or "Website" shall mean Go Charlie Solutions Private Limited, a company incorporated under the provisions of the Companies' Act 1956 vide a certificate of incorporation issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana.

As a Registered User or other User, these Terms and Conditions shall be effective and binding upon your 'acceptance'. 'Acceptance' shall mean your affirmative action in clicking on 'check box' and on entering information as requested on the registration page or clicking on 'Pay Now' button while transacting as Guest User or such other actions that implies your acceptance to these Terms and Conditions and Policies. If you do not agree or are not willing to be bound by the terms and conditions of these Terms and Conditions and our Policies, please do not click on the "check box" and do not enter information as requested on the registration page or click on "**Pay Now**" button and do not seek to obtain access to or otherwise use the Website or the Platform.

Amendment

The Company reserves the right to change this Website and/or alter the terms and conditions of these Terms and Conditions and Policies at any time and retains the right to deny access to anyone who the Company believes has violated the provisions of these Terms and Conditions. You are advised that any amendment to the Terms and Conditions or Policies incorporated herein by reference will only be notified on the Website on publicly accessible links and you agree by accessing, browsing or using the Website that such publication shall immediately constitute sufficient notice for all purposes against you. The revised version/ terms shall be effective from the time that the Company publishes the same on the Website.

In the event, that any amendments to the Terms and Conditions proposed by the Company, which in the opinion of the Company, has the effect of diminishing the User's existing rights or imposing additional obligations, the Company will provide 7 (seven) calendar days' prior notice of such amendments by publishing the same on the Website.

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By impliedly or expressly accepting these Terms and Conditions, you also accept and agree to be bound by applicable Policies communicated to the Users by publication on the Website and/or in writing including as provided from time to time in the following hyperlinks:

- a. [Service Providers' Policies; and](#)
- b. [End Customers' Policies](#)

Definitions

“Affiliate” shall mean any Person who directly or indirectly, controls, is controlled by, or is under the common control of the Company. The term “Control” is used in the sense of the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights by such other Person, by the Articles of Association, contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate.

“Authority” shall mean any union, national, state, local, or other governmental, statutory, administrative, regulatory or self-regulating authority, agency or instrumentality having jurisdiction over the relevant matter.

“Booking” shall mean confirmation by the End Customer of a price quote for a Trip provided by the Service Provider.

“Booking Amount” shall mean part of the Trip Fare plus Service Charges if any plus applicable service tax from time to time, as may be decided by the Company from time to time.

“Payment on Billing” shall mean a payment made by the End Customer of the Booking Amount and/or the whole or part of the Trip Fare through the Pay Facility.

“Payment on Delivery” shall mean a payment for the Services which is collected from the End Customer by the Service Provider after Delivery of Services in accordance with these Terms and Conditions, Policies and the agreements/arrangements entered into by the Company with its Users.

“Delivery / Delivered” means complete or modified delivery of booked services (“**Services**”) to the End Customer (for which the Booking Amount and/or the whole or part of Trip Fare has been paid by the End Customer by Payment on Billing or by Payment on Delivery, or such other mode of payment approved by the Company) by the Service Provider as per Trip Details.

“End Customers” shall mean Users who are customers or end use consumers of services offered by the Company and/or the Service Provider, as the context may require, and shall include any Person paying the Booking Amount, whether such person is the ultimate user of the Services or not. The End Customer could be any Person, of Indian or foreign origin.

“End Customers’ Agreement” shall mean any agreements entered into between the Company and the End Customers besides these Terms and Conditions.

“Grievance Redressal Officer” means the grievance redressal officer appointed by the Company in accordance with applicable Law, from time to time.

“Information” means and shall include any confidential and/or personally identifiable information or other information provided to the Company or other Users of the Platform or at the time of registration with the Platform, hiring or Listing process or through any email feature and shall include without limitation your name, email address, billing/shipping address, phone number and banking / financial information.

“Internal Service Provider” shall mean reputable logistics or any back end service providers of the Platform appointed by the Company that will provide various services that the Company may require in order to run

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operations of the Website for example to facilitate or outsource one or more aspects of the business, product and service operations provided on the Website, including search technology, discussion boards, payments, affiliate and rewards programs, co-branded credit cards, maintenance services, database management etc.

“Issuing Bank” in respect of an End Customer, means any bank that has issued a Valid Card (credit/ debit/ cash card) to the End Customer or the branch of a bank which maintains a Valid Bank Account in the name of the End Customer; with which the End Customer makes payment of the Booking Amount or whole or part of the Trip Fare.

“Law” shall mean all statutes, enactments, acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any government and or any Authority.

“Listing” shall mean either one time listing of the vehicle(s) or listing of the vehicle(s) from time to time by Service Provider on various pages of the Website, informing the Platform about availability of the vehicle at a specific time and place, in response to (or pro-actively to) a particular trip request from the Platform (either online or through SMS).

“Pay Facility” means the automated electronic payment or collection and remittance facility provided by the Company to End Customers and Service Providers to facilitate purchase and sale of items/services and making payments for the same on the Platform directly through banks or financial institution infrastructure or indirectly through payment gateway facility providers or through any such facility authorized by the Reserve Bank of India to provide enabling support facility for collection and remittance of payment.

“Person” shall mean and include any individual, legal entity, company, body corporate, partnership firm, association, limited liability partnership or proprietorship, whether incorporated or not.

“Policies” shall mean and include the privacy policy and any other policies of the Company as amended and provided on the Website or communicated to the Users in any other way from time to time.

“Registered Users” shall mean Service Providers and/or End Customers as the context may require.

“Service Providers” shall mean Users registered on the Website to offer for hire their travel, hospitality, leisure, logistics or such other services as the Company may decide on Listing on the Website from time to time.

“Service Provider’s Agreement” shall mean any agreements entered into between the Company and the Service Providers besides these Terms and Conditions.

“Services” shall mean travel, hospitality, leisure and logistics services as may be specifically notified by the Company on the Platform or by other means of communication from time to time, in accordance with the applicable Law, and currently includes passenger transport through cab services, taxi services or giving vehicles on rent with or without chauffeur via point to point or time and usage basis, either within city or outside city basis all over India.

“Service Charges” means any charges charged to either the End Customer and/or the Service Provider, as the context may require.

“Transaction” means every electronically generated valid purchase order placed by the End Customer for ordering the Services Listed by the Service Provider on the Platform as a result of payment of the Booking amount to the company and consequent formation of contract by and between the concerned Service Provider and End Customer.

“Trip” means trip requested by the End Customer on the Platform.

“Trip Details” means the true, accurate and valid data, information, details or documents as specified by the Company from time to time, of the Services which the Service Provider is obligated to provide to the End Customer.

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“Trip Fare” means the entire price to be paid for the Services ordered by the End Customer for every Transaction and which price shall include, if applicable, the price quote provided by the chosen Service Provider, applicable insurance charges and all other taxes, duties, costs, charges and expenses in respect thereof.

“Valid Card” means any valid credit card/ valid debit card/ valid cash card or any other card of whatsoever nature issued by Visa or MasterCard and/or by any Issuing Bank or any institution designated to issue such cards and lawfully owned by the User of the card at the time of the Transaction as well as at the time of refund, if any.

“Valid Bank Account” shall mean a valid and operational bank account in the name of the User of which the User is the rightful and legal owner having the ability to issue cheques/ demand drafts and make deposits, which in respect of each User bank account should be held at a branch which supports Reserve Bank of India’s electronic / online banking system including, without limitation, National Electronic Funds Transfer (NEFT) and/or Real Time Gross Settlement (RTGS).

Eligibility

The Platform may only be used or accessed by such persons who can enter into and perform legally binding contracts under Indian Contract Act, 1872. Persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872 including minors, persons of unsound mind, and undischarged insolvents are not eligible to use the Platform. A minor is not allowed to access or register as a User or list or seek services on the Platform.

If you represent and are registering as a business entity, by accepting the Terms and Conditions you represent that such entity has sufficient authority under applicable law to enter into the Terms and Conditions and you are duly authorized by the business entity to accept these Terms and Conditions and you have the authority to bind that business entity to these Terms and Conditions.

Registration and Communication

Registration:

You are solely responsible for maintaining secrecy and confidentiality of your login details including your username, password and user code. You hereby acknowledge and accept that the Website will grant access to any person who has obtained your username, password and user code in the same manner as it would have granted access to you and you are responsible for all activities conducted under your username, password and user code. The Company, its employees or associates will not be responsible in any manner for losses occurring from any breach of secrecy of your username, password and user code.

You agree that the sole purpose of registering or using the Website is to List or hire Services, and you shall not use this Website in any manner for any other purpose including for listing or hiring services other than as mentioned above or products and services which are not permitted to be traded under the applicable Law.

You agree to provide true, accurate, up to date and complete information while registering or for any other purpose when prompted or requested to do so on the Platform. You are prohibited from misrepresenting your identity and agree not to represent yourself as another User or login/ register using the identity of any other Person. You are responsible to maintain and promptly update the information provided while registering or for any other purpose on the Platform to ensure that the information provided by you is true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete or the Company has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms and Conditions, the Company reserves the right to indefinitely suspend or terminate or block your use or access to the Website or Platform in any manner whatsoever.

Service Provider Registration:

To be eligible to List Services on the Platform, the User is required to separately register on Service Provider’s registration page on the Website or provide necessary details in writing to the Company as

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directed. The Service Provider shall provide complete details including without limitation, Service Provider's name, details of the authorised signatory, Service Provider's contact details including an Indian mobile number, Service Provider's bank account details, details of the Services offered, details of Service Provider's business and facilities etc, as a part of the Service Provider's registration or at a later date in lieu of or in addition to the such details.

End Customer Registration:

To be able to order Services on the Website, the User is required to separately register on End Customer's registration page on the Website. The End Customer shall provide complete details including End Customer's name, details of the authorised signatory, End Customer's contact details including full name, an Indian mobile number, email etc, as a part of the End Customer's registration or at a later date in lieu of or in addition to such details. The Pay Facility is available to End Customers who hold a Valid Card or Valid Bank Account.

Electronic Communication:

You agree to keep yourself updated with all data, information and communication pertaining to you made available on the Website by the Company. You further agree that your use of the Website or provision of any data or information including any correspondence (by email or otherwise) to or by the Company is through electronic records and you consent to receive communication from the Company via electronic documents including emails and SMS, which will be deemed adequate for service of notice/ electronic record.

Terms of Use

You understand and agree that the Company and the Platform merely provide a marketplace or Platform to its Users who access the Platform for hiring and offering travel (including cab services, taxi services, vehicle rental services with or without chauffeur), hospitality, leisure and logistics services (that are permitted to be bought and sold under applicable Law). You understand that Company makes all decisions for the Platform. All services advertised and/or listed on the Website and the contents therein are advertised and listed by Users who are third party purchasers and/or sellers as the case may be. You also give permission to the Company to store details and records of your usage of the Website indefinitely. However, this does not constitute any obligation on the part of the Company or the Platform to do so.

The Company may charge a fee or charges, as intimated from time to time on the Website and/or by email or SMS, for registration on the Platform as Registered Users, for Listing of services, availing services provided by the Company through the Website such as inclusion in databases for access by Users etc. Currently, the Company does not levy any charges/fees for browsing on the Website. The Company reserves the right to introduce new services within or outside travel, hospitality, leisure or logistics segment or modify or discontinue any existing services provided on the Platform or on the Website. Additionally, the Company at its sole discretion may introduce fees for the new services provided or amend/ introduce fees for the existing services, as the case may be. Changes to the Terms and Conditions or any of the Policies of the Company shall be published on the Website and such changes shall automatically become effective immediately after they are published on the Website. You are requested to visit the Website often to keep abreast of any amendments.

All amounts/ charges shall be quoted in Indian Rupees or such other currency as the Company may in its sole discretion decide, and any amounts/charges stated as payable to the Company shall be payable to Go Charlie Solutions Private Limited within such time as specified in the invoice (electronic or otherwise). If the invoice (electronic or otherwise) or the Website requires the End Customer to pay any amount to the Service Provider directly, the End Customer shall do so at or within the time specified. You are responsible for paying all charges/ amounts associated with the use of the Platform and shall be liable to pay any and all applicable taxes, charges, cesses etc. which may be levied. In case of any non-payment, the Company reserves the right to issue a warning or temporarily/ indefinitely suspend or terminate your membership with the Website and disallow access to the Website. The Company and/or the Service Provider also reserve the right to take any legal action against you in case of any non-payment of charges/amounts due to the Company or to the Service Provider.

If you hire any service on the Website, you agree to also comply with the terms and conditions set out in the Policies and the End Customer Agreement incorporated herein by reference.

If you propose to offer any service on the Website, you agree to also comply with the terms and conditions set out in the Policies and the Service Provider Agreement incorporated herein by reference.

The Company plans to offer database services to Registered Users throughout the country in travel (including cab services, taxi services, vehicle rental services with or without chauffeur), hospitality, leisure and logistics sector and the Registered Users who opt to avail or hire any of such services and agree to comply with the terms and conditions set out in Policies incorporated herein by reference. Such Registered Users shall be charged for such services availed from the Website as per the Policies.

You agree that the Company may appoint any Internal Service Provider, including but not restricted to one or more of an Affiliate to provide backend operations and support as instructed by the Company from time to time including but not limited to collection, processing and remittance of the Trip Fare, Booking Amount or any charges using the existing authorized banking infrastructure to provide enabling support facility for collection and remittance of payment.

The Company neither originates nor transmits any communication/ information on behalf of any User (other than where Service Provider specifically authorises the Company to create an account on the Website for the Service Provider) nor does it modify the contents of any communication transmitted. The Company has no control over third parties and contents generated by the Users on the Website.

Any information provided by you to the Company, either electronically or physically or submitted on the Website or Platform or provided or displayed to other Users of the Website in the registration, Booking or Listing process, in the feedback area or through any e-mail communication is solely your responsibility. The Company is neither the owner nor the operator of taxis, cabs or vehicle rental services. The Company or the Website is merely a platform or market place where such information is distributed, published, displayed or used by Users. The Company or the Website is not liable for accuracy, appropriateness or legality of such information. The End Customers provides details of journeys they wish to make. Based on this information, Service Providers provide competitive price quotes. Once the price quote is accepted by the End Customer and the Booking Amount is paid using a Valid Card or a Valid Bank Account, the Service Provider (whose price quote has been accepted by the Buyer) and End Customer shall be deemed to have entered into a contract with each other for the Services. The Company shall provide necessary contact and other Trip Details to both the Service Provider and the End Customer for performance of the contract. By accepting and paying the Booking Amount using a Valid Card or a Valid Bank Account, the End Customer implicitly agrees to the terms and conditions of the chosen Service Provider who shall be solely responsible for providing the booked services. The Company disclaims all warranties and conditions with regard to services booked by the End Customer, performance of chosen Service Provider, software and products offered, including all implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement.

User Obligations

All contractual terms of the Services and terms and conditions of delivery, payment, insurance etc. between the End Customer and the Service Provider are independently agreed with the other Users of the Website that you may transact with.

You will treat the Website or Platform as a mere passive channel or enabler which is used as a platform by Users to create Listings or provide information for the purpose of offering or hiring services so that such information can be discovered and read by other Users of the Website who may wish to avail or hire such services from other Users or provide feedback on services they have ordered or Service Providers who have offered services to them.

You agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information or list any information or item or services or choose a user name that: belongs to another person and to which You do not have any right to; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, insulting, hurting religious or other sentiments, 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" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; harms minors in any way; infringes any

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patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or is fraudulent or involves the sale of or services using counterfeit or stolen items; violates any law for the time being in force; deceives or misleads the Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonates another person or uses an anonymous proxy; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, bugs, bots, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information; 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 offence or prevents investigation of any offence or is insulting any other nation; is false, inaccurate or misleading; directly or indirectly, offers, attempts to offer, trade or attempts to trade in any item/service, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable Law; may give rise to liability on part of the Website or the Company or cause any hindrance (in whole or in part) with respect to the services of Internet Service Providers or other suppliers of the Website or the Company including Internal Service Providers; and links directly or indirectly to or includes descriptions of items that are (i) prohibited under the Terms and Conditions or any other applicable Law including but not limited to the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under or (ii) are at the same time Listed for sale on a web site other than the Website. You shall not promote any website or webpage or link on the Website.

In case of any violation of the above provisions, the Company has the right to immediately terminate the access or usage rights of the User to the Website without any notice and any such violative information that is displayed or submitted on the Website can be removed immediately and completely.

You shall be responsible for keeping backup versions of the information and data provided by you. You hereby agree that you will not expect the Website to restore or keep back up of your information and data and not hold the Website or the Company accountable for any loss of data under any circumstances.

You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of services offered on the Website. You will also refrain from accessing information or databases in an unauthorized manner from the Website or servers where information or databases are kept.

You shall not attempt to or circumvent or manipulate any of the obligations conferred on you by these Terms and Conditions. If such attempt is discovered, it will constitute sufficient ground for termination of access to the Website and also for taking appropriate legal action.

In case of any transaction or attempted transaction pertaining to any services Listed on the Website which is violative of these Terms and Conditions or applicable Laws comes to your knowledge, you shall forthwith take all steps to inform the Company of such violation at care@gocharlie.in.

If you choose to provide feedback on the Website which is visible to other Users, you shall exercise due care while making comments and not make any comments that are not factual in nature and shall not post defamatory or illegal or insulting or offensive/ obscene contents and to extend reasonable courtesy to other Users.

You shall access the Website only by using a conventional web browser or a mobile device.

This Website is controlled and operated by the Company. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property and proprietary rights that are owned and controlled by us or by other parties that have licensed their material to us. You shall use the services of the Website solely for personal purposes and only to avail services of the Website. You shall never copy, distribute, exchange, modify, sell or transmit anything from the Website, including but not limited to the text, audio, video and images for any commercial purpose.

You undertake not to disclose or distribute any other User's Information to a third party, or use the Information for any unauthorized purpose including for the purposes of marketing unless you have obtained the User's express consent to do so.

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You shall not place any advertisements on the Website in any manner. Further, you shall not use the Website to promote your own or any other persons' business or interests on the Website except for providing description on a Listing for a specific item/services or providing feedback, unless permitted by the Company in writing.

You shall not attempt to benefit twice during the course of a dispute by receiving or attempting to receive funds from the Company and/or its Service Providers and/or the Users as the case maybe.

Disclaimers

The Platform is only a platform where Users may meet and interact with one another for their transactions. The Website or the Company is not and cannot be a party to or control in any manner any transaction between two Users of the Website.

All commercial / contractual terms are offered by and agreed to between Service Providers and End Customers alone as principal to principal bipartite contractual obligations. The commercial / contractual terms include without limitation price, payment methods, payment terms, date, period and mode of delivery, warranties related to services Listed. The Company does not have any control and neither does it determine or advise or in any way involves itself in the offering or acceptance of such commercial / contractual terms between Service Providers and End Customers. Further, you understand that a Listing may end if another User orders the Services, or the User who made the Listing chooses to end the same or if the Listing expires after a stipulated period of time. All services Listed by Services Providers are only for a restricted time as offered by Service Providers.

The Company is neither involved in the buying and selling of items/services on the Website nor liable or responsible for any non-performance or breach of any contract entered into between the Users (i.e. End Customers and Service Providers) including but not limited to non-Delivery or non-receipt, non-payment, damage, breach of representations and warranties provided by the Service Providers or any fraud as regards the services Listed on the Website. The Users acknowledge that the Company will not be liable for any damages, interests or claims etc. resulting from not processing or any delay in processing/displaying any Transaction/Trip Fare/price quotes which is beyond the control of the Company. At no time shall any right, title or interest over the services Listed vest with the Company nor shall the Company have any obligations or liabilities in respect of such contract. The Company is not responsible for unsatisfactory or delayed performance of Service Providers or damages or delays as a result of unavailability of services, cancellations, delay in arrival or departure, miscommunication, any mishaps while availing services, or any other reason whatsoever. Other than providing a reasonable grievance redressal mechanism through the Grievance Redressal Officer, the Company shall not and is not required to mediate or resolve any dispute or disagreement between Users, unless such Users voluntarily appoint the Company to mediate/arbitrate.

The Company does not make any representation or warranty as to the attributes (such as quality, worth, marketability, merchantability, usefulness) of the services proposed to be Listed or offered for hire on the Platform. In particular, the Company does not implicitly or explicitly support or endorse the sale or purchase of any items/services on the Platform. The Company shall not be liable for any errors or omissions, whether on behalf of itself or third parties. It is clearly understood by Users that all warranties, implied or express, in relation to the services Listed or offered for hire on the Platform are directly between the relevant Users.

The Company does not make any representations or warranties as to the attributes (such as legal title, creditworthiness, identity etc.) of any of its Users. You are advised to use your best judgment and independently verify the bona fides of any particular User that you choose to deal with on the Website.

The Company and its suppliers, affiliates and service providers make available the Website and services including the Pay Facility for electronic payment on an "as is" basis and without any warranty or condition, express, implied or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The Company specifically disclaims any such warranty. You expressly agree that the use of the Website and the Pay Facility is at your own risk.

You release and indemnify the Company and/or any of its officers, representatives and agents from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable Law. You understand that the Company is not in a position to control the information provided by other Users, which is made available on

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the Website notwithstanding the Company's reasonable efforts in that behalf. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. You shall use caution and practise safe trading when using the Platform. Please note that there may be risks in dealing with Users, under-age persons or people acting under false pretence.

Limited liability of the Company

In no event shall the Company or its suppliers, affiliates and service providers be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising (in any manner whatsoever) out of or in connection with the Website, the Pay Facility, services provided by service providers on behalf of the Website or the Company or any other services or these Terms and Conditions.

The Company's liability under all circumstances is limited to the amount of charges/ fees, if any, paid by You to the Company. The Company, its associates, Affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that of the operation of the Platform or Pay Facility or that of any Internal Service Provider will be error free and/or uninterrupted. The Company assumes no liability whatsoever for any monetary or other damage suffered by You on account of: (a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website or Pay Facility; or (b) any delay, failure, interruption or errors in the operation of the Website or Pay Facility or the Internal Service Provider.

Indemnity

You shall indemnify and hold harmless the Company and the Company's parent, subsidiaries, Affiliates, Internal Service Provider and their respective officers, directors, agents, and employees, from and against any and all losses, liabilities, actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements), made by any third party or penalty imposed due to or arising out of your breach of the Terms and Conditions including the Policies incorporated herein by reference, or your violation of any applicable Law, rules or regulations or the rights of a third party.

Payment

Payments for the services on the Platform shall be made by way of (i) paying the Booking Amount up on Booking, which shall be made through the Pay Facility; and (ii) paying the balance Trip Fare on Delivery wherein payment shall be made only by cash on delivery, or such other method of payment as may be facilitated by the Service Provider at its sole discretion.

For the purposes of hiring and/or selling any services Listed on the Platform, you agree and undertake not to make payments in any manner other than as provided, without the prior consent of the Company.

You acknowledge and accept that you have specifically authorized the Company to collect, process, facilitate and remit payments and/or the Booking Amount and/or the Trip Fare by any of the prescribed methods of payment to and from other Users in respect of Transactions.

In order to enable Users to carry out transactions on the Platform, the Company will in addition to other methods of payment provide Pay Facility by a third party service provider on the Website, at its sole discretion. The Pay Facility enables automated collection and remittance services using the facilities of various Indian banks, financial institutions, credit/ debit/ cash card brands, various third party service providers and/or payment card industry issuers and through such other infrastructure and facilities as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be. The Payment Facility shall be availed in accordance with these Terms and Conditions and the Policies.

Currently, the Pay Facility supports online bank transfers and payments through credit/debit cards from the banks that are available while selecting the Pay Facility as the payment method or by cash cards. The Company may add or remove or suspend payments through any one or more banks directly or through any payment gateway facilitators and such change shall come into effect upon the same being published on the Website.

The Company shall make reasonable efforts to ensure that requests for electronic debits and credits involving Issuing Bank are informed to the Nodal Bank (the nodal bank in the payments facilitation) in a timely manner. However, a number of factors that are outside of the Company's control (including without limitation actions of Issuing Bank, Nodal Bank or credit / debit/ cash card and/or banks' or financial institution's infrastructure or indirectly through payment gateway facility providers or through any such facility authorized by the Reserve Bank of India to provide enabling support facility for collection and remittance of payment where the Booking Amount and/or Trip Fare is remitted and/or refunded) may delay the time within which the Booking Amount and/or Trip Fare are collected/ remitted by the Company through the Pay Facility. The Company neither makes any representations nor makes any warranties regarding the amount of time needed to complete processing, including delays in the banking system and nor shall the Company be liable for any actual or consequential damages arising from any claim of delay.

Any claim for refund of any payment made to the Company, for any reason whatsoever, shall be to the account of the Service Provider and the Company shall not be responsible for the same including but not limited to refunding any Service Charges or any other fees/charges charged by the Company and any taxes thereon. However, under certain circumstances, the Company may at its sole discretion, consider compensating any party involved in a Transaction on costs, if the situation so demands.

You agree and accept that the Company is neither acting as trustee nor acting in a fiduciary capacity with respect to the Transaction or the Booking Amount and/or the Trip Fare and/or the balance Trip Fare, by reason of providing the Pay Facility or any other method of payment to its Users.

Consent and Privacy Policy

By using the Website and/or by providing your Information, you consent to the collection and use of such Information disclosed by you on the Platform and on the Pay Facility, by the Company. The personal information / data including but not limited to the information provided by You to the Platform/ Pay Facility during the course of a Transaction shall be retained in accordance with the Policies including the Privacy Policy published on the Website from time to time which is incorporated herein by reference and applicable Laws including but not limited to Information Technology Act, 2000 and rules there under. If you do not agree to your information being transferred or used in this way please do not use the Platform.

The Company views the protection of User's privacy as a very important community principle. The Company clearly understands that You and the personal information provided by You is one of the most important assets to the Company. The Company stores and processes the information provided by You that are protected by physical as well as reasonable technological security measures and procedures in compliance with the applicable Law.

BREACH

Without limiting other remedies that the Company may pursue, the Company may at its sole discretion take such action as it deems fit including but not limited to cancellation of the Transaction or payments made, limit your activity, immediately remove your information or Listings, or end your Listing, warn other Users of your actions, forthwith temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide You with access to the Website or initiate any legal action it may deem fit, particularly in the event: You breach any of the provisions of these Terms and Conditions including any of the Policies, documents, agreements between the Company and You in addition to these Terms and Conditions, terms and conditions made there under which are incorporated therein by reference; any misuse of the Pay Facility, in case the Company is unable to verify or authenticate any information provided by You, if the Company believes that your actions may cause legal liability to the Company, other Users or Yourself. No actions, omissions or decisions taken by the Company shall waive any rights or claims that the Company may have against the User. Any User that may have been suspended or blocked may not register or attempt to register with the Platform or use the Platform in any manner whatsoever until such time that such User is reinstated by the Company. Notwithstanding the above, if You breach the Terms and Conditions or the Policies and other documents incorporated therein by reference or any other agreements entered into by the Company and You in addition to the Terms and Conditions, the Company reserves the right to recover any amounts due and owed by You to the Company and to take strict legal action including but not limited to referral to the appropriate police or other authorities for initiating criminal or other proceedings against You.

Last revised on 23 April 2014

Grievance Redressal Mechanism

In case of any grievance, objection or complaint on your part with respect to the Platform, other Users, Pay Facility or the Company or the Transaction (in relation to the Transaction within 3 calendar days of the completion of successful or unsuccessful Trip), including any complaints or enquiry about suspension, termination or blocking of your membership or right to use the Website, you should promptly raise such grievance or complaint with the designated Grievance Officer at care@gocharlie.in and provide him with all necessary information and/or documents to enable the Company/Grievance Officer to try and resolve the issue.

The name and contact details of the Grievance Officer is published on the Website as required under the provisions of the Information Technology Act, 2000 and the rules made there under.

General

None of the provisions of these Terms and Conditions shall be deemed to constitute a partnership or agency between You and the Company and You shall have no authority to bind the Company in any manner whatsoever.

Except as explicitly stated otherwise, any notices directed to the Company shall be given by email to care@gocharlie.in followed by a notice by registered mail acknowledgement due or by courier, to the address provided by us on the Website from time to time and any notices to You by the Company shall be provided to the email address provided by You during the registration process or any email ID successfully updated by You with the Website thereafter. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you a notice by registered mail, postage prepaid and return receipt requested or by a reliable courier, to the address provided to us during the registration process and subsequently updated. In case of a notice given by registered post, notice shall be deemed given 15 days after the date of mailing. In case of a notice given by courier, notice shall be deemed given 5 days after the date of despatch. It shall be the sole obligation of the User to keep the Company updated about any change in email and postal address. Failure in delivery of notices on the email or postal address registered with the Website due to the failure on the part of the User to update the same with the Website shall not render such notices invalid.

If any clause of these Terms and Conditions or the application thereof to any User or circumstance shall be deemed invalid, void or for any reason unenforceable to any extent, the remainder of these Terms and Conditions and the application of such unenforceable provision to Users or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by applicable Law.

These Terms and Conditions together with the Policies and the agreements entered between the Company and You, incorporated herein by reference, constitute the entire understanding and agreement between You and the Company with respect to the subject matter herein.

The Company at its sole discretion shall be entitled to assign or transfer its rights and obligations under these Terms and Conditions hereunder to any other Person without your prior consent.

Subject to the Arbitration Clause and to any dispute resolution agreement separately agreed between the Company and You in any other agreements, all remedies of the Company and Users under these Terms and Conditions whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

SERVICES IN INDIA ONLY

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale and hire of Services in India only. The Company makes no representation that materials on the Platform are appropriate or available for use in other locations/countries other than India. Those who choose to access this site from other locations/countries other than India do so at their own initiative for availing Services in India. Users understand that the Platform shall neither be responsible for provision of Services/refund for

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Services availed from other locations/countries other than India, nor for compliance with local laws, if and to the extent local laws are applicable.

CONFIDENTIALITY

The Company does not represent or warrant maintaining the confidentiality of information; although our endeavour is always to ensure reasonable efforts to maintain such confidentiality.

ARBITRATION

Subject to any dispute resolution agreement separately agreed between the Company and You in any other agreements, if any dispute arises between You and the Company during your use of the Website or the Pay Facility or any service incidental to the Platform or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the Terms and Conditions and/or any other agreement between the Company and You in addition to these Terms and Conditions, or the Policies and documents incorporated therein by reference, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Company whose decision shall be final. The place of arbitration shall be Gurgaon, Haryana. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language. For clarity, if the Company and You have agreed on any other dispute resolution mechanism in any other agreement between the Company and You in addition to these Terms and Conditions, that dispute resolution mechanism shall govern these Terms and Conditions as well.

GOVERNING LAW

Subject to the Arbitration Clause above, these Terms and Conditions and all Policies and documents incorporated by reference shall be governed and construed in accordance with the laws of India and the Courts in Gurgaon, Haryana shall have exclusive jurisdiction.

This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.