

TERMS AND CONDITIONS

Terms and Conditions | [Privacy Policy](#) | [Cookies Policy](#)

1. GENERAL CONDITION OF USE

1.1 Scope and Definitions

These General Conditions of Use apply to all services provided by Pooool (defined herein below). Pooool owns and operates the Site (defined herein below) in India.

Defined Terms

“Pooool” means Comuto SA, a company with capital of €127,312,41, registered in France under company number RCS Paris 491904546, and hereafter referred to as Comuto. The registered office of Comuto is at 84 avenue de la République, 75011 Paris, France.

“Car Sharing” means the sharing of a Vehicle for a Trip by a Car Owner carrying a Co-Traveller for that Trip in exchange for a Cost Contribution;

“Conditions” mean these General Conditions of Use, including the Good Conduct Charter and Privacy Policy of Pooool as notified on the Site.

“Cost Contribution” means the amount agreed between the Car Owner and the Co-Traveler in relation to the Trip which is payable by the Co-Traveler as their contribution towards the costs of the Trip.

“Co-Traveller” or “Passenger” means a Member who has accepted an offer to be transported by a Car Owner and includes all other persons who accompany such Member in the Vehicle for the Trip.

“Car Owner” or “Driver” means a Member who through the Site offers to share a car journey with a Co-Traveller in exchange for the Cost Contribution.

“Member” refers to a registered user of the Site.

“Service” refers to any service provided by Pooool through the Site to any Member.

“Site” means [www. Pooool.co.in](http://www.Pooool.co.in), www. Pooool.co.uk, www. Pooool.es, www. Pooool.it, www. Pooool.fr, www. Pooool.nl, www. Pooool.pt, www. Pooool.pl and any other website maintained or operated by Pool which offers similar services including any microsites or sub-sites offered through any such website (e.g. “Agenda” and “Campus”).

“Trip” means a given journey in relation to which a Car Owner and a Co-Traveler have agreed upon a transaction through the Site.

“User Account” means an account with the Site opened by a Member and used in order to access the Service provided by Pooool through the Site.

“Vehicle” means the vehicle offered by a Car Owner for Car Sharing.

1.2 Acceptance of Conditions

The Conditions apply to any and all use of the Site by a Member. By using the Site, the Members signify their acceptance to these Conditions in full and agree to be bound by them .

No access to the Services will be permitted unless the Conditions are accepted in full. No Member is entitled to accept part only of the Conditions. If a Member does not agree to the Conditions, such Member may not use the Services.

All Members agree to comply with the Conditions and accept that their personal data may be processed in accordance with the Privacy Policy.

In the event that any Member fails to comply with any of the Conditions, Pooool reserves the right, but not the obligation at its own discretion, to withdraw the User Account in question and suspend or withdraw all Services to that Member without notice.

These Conditions are intended to create binding rights and obligations between Members and Pooool in accordance with the Indian Contract Act, 1872.

1.3 Variation of the Conditions, Site and Service

Pooool reserves the right to modify the Conditions at any time. In addition, Pooool may vary or amend the Services provided through the Site, the Site functionality and/ or the “look and feel” of the Site at any time without notice and without liability to Members.

Any modification to the Site, Services or Conditions will take effect as soon as such changes are published on the Site, subject to communication of any material change to the Conditions to the Members in an e-mail.

Members will be deemed to have accepted any varied Conditions in the event that they use any Services offered through the Site following publication of the varied Conditions. Changes will not apply to any bookings which have been made prior to publication of the varied Conditions.

2. USE OF THE SERVICE

2.1 User Account and Accuracy of Information

In order to use the Services each Member must create a User Account and agrees to provide any personal information requested by Pooool. In particular, Members will be required to provide their first name, last name, age, title, valid telephone number and email address. Use of the Site is limited to those over the age of 18 years at the time of registration.

Members agree and accept that all of the information they provide to Pooool when setting up their User Account and at any other time shall be true, correct, complete and accurate in all respects. Members also agree that any information supplied to Pooool or posted on the Site in connection with any Trip, Vehicle or Car Sharing will be true, accurate and complete.

Members agree and understand that Pooool does not undertake any verification to confirm the accuracy of any information provided by the Members on the Site or to a Car Owner or Co-Traveler, as the case maybe. Pooool will not be liable to any Member in the event that any information provided by another Member is false, incomplete, inaccurate, misleading or fraudulent.

Unless expressly agreed by Pooool, Members are limited to one User Account per Member. No User Account may be created on behalf of or in order to impersonate another person.

2.2 No Commercial Activity and Status of Pooool

The Site and the Services are strictly limited to providing a Service for Car Owners and Co-Travelers to car share in a private capacity. The Services may not be used to offer or accept car sharing for hire or reward or for profit or in any commercial or professional context. The Services may be used only to offer or accept car sharing in exchange for sharing the cost of the Trip between the Car Owner and the Co-Traveler.

Car Owners agree not to obtain any hire or reward or make profit in any form, from any Trip. The Service and the Cost Contribution may only be used to discharge the Car Owner's costs and may not be used to generate any hiring charges or reward or profit in any form for the Car Owner. The Car Owner is not entitled to make profit by virtue of the amount of the Cost Contribution, the types of Trips offered by a Car Owner, the frequency of such Trips or the number of Co-Travelers transported. This applies to all activities, arrangements and Services booked using the Site and any additional services or activities which may be agreed between Car Owner and Co-Traveler through the Site.

The Car Owner must not provide any additional services to the Co-Traveler in exchange for hiring charges or any reward or for profit or otherwise (and the Co-Traveler may not accept or ask for any such services) including (without limitation) package delivery, waiting time, additional drop offs and pick-ups and collecting additional passengers (other than the Co-Traveler).

All Trips, collection points and destinations must be pre-agreed through the Site between the Car Owner and Co-Traveler. Car Owners may not collect any Co-Travelers from any location which has not been pre-agreed with the Co-Traveler through the Site.

Members are reminded that using the Services and offering Trips for hire or reward or in a commercial or professional capacity may invalidate a Car Owner's insurance and invite adverse legal actions by the road transport authorities. Pooool shall not be in for any loss or damage incurred by a Member as a result of any or breach by a Member of these Conditions including where any Car Owner (in breach of these terms) offers Services through the Site in a professional or commercial capacity (thereby potentially invalidating their insurance) and breach of any agreement between the Car Owner and the Co-Traveler. Any offering of Trips in violation of the Conditions shall be at the sole risk such Member and Pooool shall have no liability towards Members for such violations.

Status of Pooool

Neither Pooool nor the Site provides any transport services. The Site is a communications platform for Members to transact with one another. Pooool does not interfere with Trips, destinations or timings. The agreement for car sharing is between the Car Owner and the Co-Traveler. Pooool is not a party to any agreement or transaction between Members, nor is Pooool liable in respect of any matter arising which relates to a booking between Members. Pooool is not and will not act as an agent for any Member.

Any breach of these Conditions will give rise to immediate suspension of such Member's User Account and they may be restricted from accessing any further Services.

2.3 Types of Booking and Payment

Pooool offers to its Members an online booking service (hereinafter, the "Booking Service") with a view to facilitate the booking of seats by Passengers.

Pooool reserves the right not to offer the Booking Service to a Trip or due to: (i) changes to applicable law, changes in the practice of regulatory authorities or changes in case law, (ii) changes to market practices or technology changes, (iii) changes of business considerations underlying the Booking Services, and (iv) other important and valid reasons

Pooool reserves the right to limit the number and/or class of Members eligible to the Booking Service for any Trip.

2. How to book a Car-Sharing for a Trip: The Car Owner provides details of his or her Trip on the Site, specifying date and time for departure and destination points, the amount of the Cost Contribution per seat and all other relevant travel conditions.

The Passenger books one or more seats in the car for that Trip from the Site exclusively by clicking on the button « Book » (hereinafter, the “Booking”).

Pooool will then send an email confirmation to each of the Driver and the Passenger confirming the Booking (hereinafter, the “Booking Confirmation”). Once a Booking Confirmation has been sent, the Booking is complete and a separate binding agreement for Car-Sharing relating to the Trip shall be formed between the Car-Owner and Passenger.

Members accept that given the nature of the service Car Owners and Co-Travelers will have no recourse to Pooool for any aspect of the transaction including in relation to cancellation, last minute changes, failure by the Car Owner or the Co-Traveler to turn up or non-payment of the Cost Contribution. In particular it is the Car Owner’s responsibility to collect payment from the Co-Traveler at the time of the Trip.

Pooool will not contact either party and will take no other steps whatsoever than those described above to manage the booking. The operation of the Trip is solely managed by the respective Car Owner and Co-Traveler(s).

Please note that Pooool reserves the right to change any aspect of the Site or the Service which may include adding new services (which may require payment) or withdrawing any existing Services. Pooool does not guarantee that the Site will be functional at all times and Services may be suspended during such period when the Site is not in operation. Pooool will not be liable to any of the Members in case where the Site is non-operational.

2.4 Car Owner and Co-Traveler Obligations

Car Owner’s obligations

The Car Owner agrees:

That the Trip shall not be for any fraudulent, unlawful or criminal activity.

That they will procure for the Vehicle, a comprehensive insurance policy, which provides insurance cover to the occupants in the Vehicle and covers third party liability.

That they will present themselves on time and at the place agreed with the specified Vehicle;

That they will immediately inform all Co-Travelers of any change whatsoever to the Trip. If one or more Co-Travelers have made a booking and the Car Owner decides to change any aspect of the Trip, the Car Owner undertakes to contact all Co-Travelers who have made a booking in relation to that Trip and to obtain the agreement of all Co-Travelers to the change. If a Co-Traveler refuses the change, they are entitled to a full refund and without any compensation being paid to the Car Owner.

The Car Owner must comply with the Good Conduct Charter at all times.

The Car Owner must wait for the Co-Traveler at the pickup point for at least 30 minutes after the agreed time (however, the Co-Traveler is expected to be punctual).

Co-Traveler obligations

The Co-Traveler agrees:

That the Trip shall not be for any fraudulent, unlawful or criminal activity.

That they will present themselves on time and at the place agreed with the Car Owner;

That they will immediately inform the Car Owner or Pooool if they are required to cancel a Trip.

That they will comply with the Good Conduct Charter at all times.

The Co-Traveler agrees to wait at the pickup point for at least 30 minutes after the agreed time for the Car Owner to arrive.

That they will pay the Cost Contribution to the Car Owner.

If the Co-Traveler or Car Owner fail to comply with any of these terms or any other Conditions Pooool reserves the right to keep information relating to the breach, to publish or disclose this information on the Member's online profile and to suspend or withdraw the Member's access to the Site.

That they shall ensure that all other persons who accompany the Co-Traveller in the Trip comply with these Conditions as applicable to a Co-Traveller.

2.5 Insurance

The Car Owner agrees and undertakes to take out and maintain a comprehensive insurance to cover third party liability, the occupants of the Vehicle and the Trip offered or booked through the Site. The Car Owner agrees that they will, on request, provide the Co-Traveler with evidence, in advance of the Trip, of the complete validity of its insurance policy. The Car Owner also undertakes to hold a valid driving licence and that the Car Owner will own or will be entitled to use the Vehicle and that the Vehicle will have a valid PUC (Pollution Under Control) certificate and the Co-Traveler is entitled to request evidence of the Car Owner's insurance, registration certificate ('log book'), driving licence and PUC certificate at any time up to completion of the Trip.

It is Pooool's understanding that governmental authorities take the view that a Co-Traveler who contributes only towards travel expenses is treated as travelling without hire or reward to the driver, and is therefore a third party passenger who is covered by comprehensive third party insurance policy in India. However Pooool gives no

warranty or assurance in this regard and it is the Car Owner's responsibility to verify that their insurance provides adequate cover.

It is up to each Car Owner and Co-Traveler to confirm with each other that the Car Owner is covered by valid insurance. The Car Owner must confirm that their insurance policy allows them to carry Co-Travelers and that their insurance policy covers all Co-Travelers and any accident or incident which may occur during a Trip.

The Car Owner and the Co-Traveler are aware that standard non-commercial insurance policies may refuse to cover loss or damage arising in the event that the Car Owner had made or was seeking to make a profit.

The Car Owner may collect no payment from the Co-Traveler other than the Cost Contribution and the Car Owner must not in any event provide Vehicle on hire or for reward in any form.

The Car Owner therefore undertakes to calculate their expenses (fuel, toll, maintenance, repairs, depreciation and insurance of their vehicle) and guarantees that the total Cost Contributions requested from their Co-Travelers does not result in the Vehicle running for hire or for reward.

If the Car Owner does receive any hiring charges or reward, or if the insurers repudiate or refuse to accept any claim arising during a Trip for any other reason, the Car Owner will be responsible for the financial consequences, losses and damages arising and Pooool will not be liable under any circumstances to the Car Owner or the Co-Traveler.

Pooool reserves the right, but not the obligation at its own discretion, to suspend immediately the account of a user including the money displayed and to make aware to competent authorities any professional activity.

2.6 Management of Disputes Between Members

Pooool may at its sole discretion provide its Members with an online service for resolving disputes. This service is non-binding. Pooool is under no obligation to seek to resolve disputes and this service is offered at Pooool's sole discretion and may be withdrawn at any time.

2.7 Verification of IDs and Phone number

By accepting the terms and conditions contained herein, every Member or any person who wishes to register as a Member hereby agrees and consents to the fact that Pooool may collect IDs / documents belonging to them including but not limited to passport, PAN card and Aadhaar card for the purpose of verification of the information contained in such IDs / documents by third party service providers.

In order to increase trustworthiness, prevent typos and wrong numbers, Member may verify their mobile number. The Member may do this by providing Pooool with their mobile phone number, after which the Member will receive a SMS with a 4-digit code which can be validated on the Site. This service is free of charge, except for the possible cost levied by a Member's mobile phone operator for receiving the SMS.

2.8 International Trips and International Bookings

Bookings may be made through the Site for international Trips. An International Trip means any Trip which includes any travel outside of India. If a booking is made for an International Trip Car Owners must ensure that their insurance covers travel outside of India. The Car Owner must also ensure that their vehicle is compliant with all relevant rules and restrictions applicable in any overseas country.

2.9 Messages between Members

Pooool may review, scan, and moderate the messages the Members exchange with each others through the Site in particular for fraud prevention, customer support purposes, enforcement of the contracts entered into with Pooool's members (such as the Conditions) and ensure compliance with applicable law. For example, in order to prevent the circumventing of its Booking Service, Pooool may scan and analyse messages sent through the platform to check that they do not include any contact details or references to other website.

By using the Site and accepting the T&C's, the Member agrees that Pooool, in its sole discretion, may review, analyse and moderate the messages exchanged through the Site.

By using the messaging feature of the Site, the Member undertakes not to write and/or send any message prohibited by applicable law. In particular the Member undertakes to refrain from writing/sending any message which content:

- belongs to another person and to which the Member does not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic ;
- 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;
- impersonates another person;
- contains software viruses that limit the functionality of any computer resource; and
- 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.

In addition, the Member undertakes to send messages only with respect to the booking of Car-sharing and in line with the purposes of this Site. The Member undertakes to refrain from using the messages for private or confidential communications.

Pooool reserves the right to filter or delete the messages and suspend or terminate the User Account of the Member and the access of the Member to the Site if it appears during the moderation of the messages sent by the Member that s/he does not comply with the Conditions and/or applicable law.

2.10 Contacting Members

By accepting the terms and conditions contained herein, every Member hereby agrees and gives consent to Pooool to communicate via phone calls, sms, email and such other means as Pooool may deem fit. Such communications to Members may be recorded through technical support provided by third parties for the purpose of training, quality and for regularly updating the Members about the services of Pooool.

3. DISCLAIMER OF LIABILITY

3.1 Members may access the Services on the Site at their own risk and using their best and prudent judgment before entering into any arrangements with other Members through the Site. Pooool will neither be liable nor responsible for any actions or inactions of Members nor any breach of conditions, representations or warranties by the Members. Pooool hereby expressly disclaims any and all responsibility and liability in arising out of the use of the Site.

3.2 Pooool expressly disclaims any warranties or representations (express or implied) in respect of Trips, accuracy, reliability and completeness of information provided by Members, or the content (including details of the Trip and Cost Contribution) on the Site. While Pooool will take precautions to avoid inaccuracies in content of the Site, all content and information, are provided on an as is where is basis, without warranty of any kind. Pooool does not implicitly or explicitly support or endorse any of the Members availing Services from the Site.

3.3 Pooool is not a party to any agreement between a Car Owner and Co-Traveler and will not be liable to either the Car Owner or the Co-Traveler unless the loss or damage incurred arises due to Pooool's negligence.

3.4 Pooool shall not be liable for any loss or damage arising as a result of:

A false, misleading, inaccurate or incomplete information being provided by a Member; The cancellation of a Trip by a Car Owner or Co-Traveler;

Any failure to make payment of a Cost Contribution (for the free service without booking);

Any fraud, fraudulent misrepresentation or breach of duty or breach of any of these Conditions by a Car Owner or Co-Traveler before, during or after a Trip.

Pooool will not be liable to any Member for any business, financial or economic loss or for any consequential or indirect loss such as lost reputation, lost bargain, lost profit, lost of anticipated savings or lost opportunity arising as a result of the services provided by Pooool (whether suffered or incurred as a result of the Pooool's negligence or otherwise) except in the case of fraud, wilful concealment or theft.

Pooool's liability to any Member for all losses in respect of any Trip is capped at the sum of INR 1,000/- (Indian Rupees One Thousand only).

Pooool will not be liable to any Member in relation to any Trip unless Pooool is notified of a claim relating to that Trip within 3 months of completion of the Trip

Given that Car Owners are required to hold valid insurance to cover a Trip and given that Pooool's service is limited to putting Car Owners and Co-Travelers in touch with each other and cannot oversee any Trip, Members accept that the limitations on the Pooool's liability set out above are reasonable.

4. INDEMNITY AND RELEASE

4.1 Members will indemnify and hold harmless Pooool, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

4.2 Members release Pooool and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the Members and specifically waive any claims or demands that they may have in this behalf under any statute, contract or otherwise.

5. GENERAL TERMS

5.1 Relationship

No arrangement between the Members and Pooool shall constitute or be deemed to constitute an agency, partnership, joint venture or the like between the Members and Pooool.

5.2 Suspension or Withdrawal of Site Access

In the event of non-compliance on your part with all or some of the Conditions, you acknowledge and accept that Pooool can at any time, without prior notification,

interrupt or suspend, temporarily or permanently, all or part of the service or your access to the Site (including in particular your User Account).

5.3 Intellectual Property

The format and content included on the Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Pooool, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws.

All rights are reserved in relation to any registered and unregistered trademarks (whether owned or licensed to Pooool) which appear on the Site.

The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Pooool. No person is entitled to systematically extract and/or re-utilise parts of the contents of the Site without the express written consent of Pooool. In particular, the use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Site is strictly prohibited.

5.4 Content of the Site Provided by the Members

By displaying content on this Site, Members expressly grant a license to Pooool to display the content and to use it for any of our other business purposes.

Members of this Site are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g. copyright). Any such content which is contrary to Pooool's policy and Pooool does not accept liability in respect of such content, and the Member responsible will be personally liable for any damages or other liability arising and agree to indemnify Pooool in relation to any liability it may suffer as a result of any such content. However as soon as Pooool becomes aware of infringing content, Pooool shall do everything it can to remove such content from the Site as soon as possible.

5.5 Partner Sites

Pooool reserves the right to reproduce any information that appears on the Site or on the partner sites.

In particular, ads published on one of the sites maintained or co-maintained by Pooool may be reproduced on other sites maintained or co-maintained by Pooool or third parties.

6. LAW AND JURISDICTION

These terms shall be governed by the law of India and any disputes arising in relation to these terms shall be subject to the jurisdiction of the Courts of New Delhi.